

MR01

Particulars of a charge



Companies House

715444/23

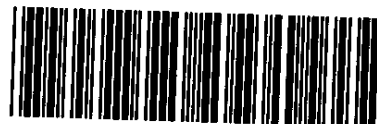


Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where the charge is
instrument. Use form M01.



A08 *A7A3FCWA* 13/07/2018 #82
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 7 9 6 6 5 9 4
Company name in full GETRONICS SERVICES UK LIMITED

For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 1 m 0 m 7 y 2 y 0 y 1 y 8

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name CORTLAND CAPITAL MARKET SERVICES LLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

The security document contains a charge over the intellectual property rights and receivables of the Company. For more details please refer to the security document.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

KIRKLAND & ELLIS INTERNATIONAL LLP

X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Arwyn Davies**

Company name **Kirkland & Ellis International LLP**

Address **30 St Mary Axe**

Post town **London**

County/Region

Postcode **E C 3 A 8 A F**

Country

DX

Telephone **+44 (0)20 7469 2032**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7966594

Charge code: 0796 6594 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2018 and created by GETRONICS SERVICES UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th July 2018.

P

Given at Companies House, Cardiff on 20th July 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

SECOND LIEN GUARANTY AND SECURITY AGREEMENT

This **SECOND LIEN GUARANTY AND SECURITY AGREEMENT** (this "Agreement"), dated as of July 11, 2018, is entered into by and among the Persons listed on the signature pages hereof as Grantors and those additional entities that hereafter become parties hereto by executing the form of Joinder attached hereto as Annex 1 (each, a "Grantor" and collectively, the "Grantors"), and **CORTLAND CAPITAL MARKET SERVICES LLC**, a Delaware limited liability company ("Cortland"), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **POMGEN HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM, Amsterdam, the Netherlands, and registered with the Netherlands Commercial Register under number 72013389 ("Holdings"), **OHENE HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands and registered with the Netherlands Commercial Register under number 69058393 ("Ohene"), **POMEROY SOLUTIONS HOLDING COMPANY, INC.**, a Delaware corporation (the "Borrower"), the Grantors, each Lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender"), and Cortland, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and as Collateral Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Collateral Agent has agreed to act as collateral agent for the benefit of the Secured Parties in connection with the transactions contemplated by the Credit Agreement and this Agreement;

WHEREAS, in order to induce the Lenders to enter into the Credit Agreement and the other Loan Documents and to make financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, (a) each below-defined U.S. Guarantor has agreed to guaranty the below-defined Guaranteed U.S. Obligations and (b) each U.S. Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to the below-defined U.S. Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the below-defined Secured U.S. Obligations;

WHEREAS, each Grantor (other than the Borrower) is an Affiliate or Subsidiary of Borrower and, as such, will benefit by virtue of the financial accommodations extended to Borrower by the Lenders; and

WHEREAS, (a) the ABL Intercreditor Agreement governs the relative rights and priorities of the Secured Parties, the "Secured Parties" under the ABL Credit Agreement and the "Secured Parties" under the First Lien Credit Agreement (the "First Lien Secured Parties") in respect of the ABL Priority Collateral (and with respect to certain other matters as described therein) and (b) the Intercreditor

Certified to be a true and complete copy of the original

Kirkland & Ellis International
LLP

KIRKLAND & ELLIS
International

save for the redacted signature pages

Date: 11.7.2018

Agreement governs the relative rights and priorities of the Secured Parties and the First Lien Secured Parties (and with respect to certain other matters as described therein).

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Construction.

(a) All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement. Any terms (whether capitalized or lower case) used in this Agreement that are defined in the Code (as defined below) shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; provided, that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(i) “ABL Priority Collateral” has the meaning specified in the ABL Intercreditor Agreement.

(ii) “Account” means an account (as that term is defined in Article 9 of the Code).

(iii) “Account Debtor” means an account debtor (as that term is defined in the Code).

(iv) “Activation Instruction” has the meaning specified therefor in Section 7(k) of this Agreement.

(v) “Administrative Agent” has the meaning specified therefor in the recitals to this Agreement.

(vi) “Agreement” has the meaning specified therefor in the preamble to this Agreement.

(vii) “Belgian Grantor” means each Grantor party hereto that is incorporated under the laws of Belgium, including (a) Getronics Belgium NV/SA, a Belgian limited liability company having its registered office at De Kleetlaan 12B 1831 Diegem and registered with the Crossroad Bank for Enterprises under number 0424.104.685 (RLP Brussels, Dutch-speaking section), and (b) any Grantors incorporated under the laws of Belgium who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement..

(viii) “Belgian Guarantor” means any Guarantor party hereto that is incorporated under the laws of Belgium, including, (a) Getronics Belgium NV/SA, a Belgian limited liability company having its registered office at De Kleetlaan 12B 1831 Diegem and registered with the Crossroad Bank for Enterprises under number 0424.104.685 (RLP Brussels, Dutch-speaking section), and (b) any Guarantors incorporated under the laws of Belgium who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement..

(ix) “Books” means books and records (including each Grantor’s Records indicating, summarizing, or evidencing such Grantor’s assets (including the Collateral) or liabilities, each Grantor’s Records relating to such Grantor’s business operations or financial condition, and each Grantor’s goods or General Intangibles related to such information).

(x) “Borrower” has the respective meaning specified therefor in the recitals to this Agreement.

(xi) “Business Systems” means all software, computer hardware (whether general or special purpose), electronic data processing, information, record keeping, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, and computer systems, including any outsourced systems and processes that are owned or used by or for any Grantor in the conduct such Grantor’s business.

(xii) “CFC” means (a) a “controlled foreign corporation” (as that term is defined in section 957(a) of the IRC), (b) each subsidiary of any such controlled foreign corporation, and (c) any Domestic Subsidiary that has no assets other than Equity Interests in one or more such controlled foreign corporations; provided, in each case, and notwithstanding anything to the contrary, no Person shall be a controlled foreign corporation unless such Person has one or more “United States persons” (as defined in section 957(c) of the IRC) who owns (within the meaning of Section 958(a) of the IRC, but not within the meaning of Section 958(b) of the IRC) 10 percent or more of the total combined voting power of all classes of stock entitled to vote of such Person, or 10 percent or more of the total value of shares of all classes of stock of such Person.

(xiii) “Chattel Paper” means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.

(xiv) “Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to the Collateral Agent’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(xv) “Collateral Agent” has the meaning specified therefor in the preamble to this Agreement.

(xvi) “Commercial Tort Claims” means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1 to this Agreement.

(xvii) “Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

(xviii) “Controlled Account” has the meaning specified therefor in Section 7(k) of this Agreement.

(xix) “Controlled Account Agreements” means those certain cash management agreements, in form and substance reasonably satisfactory to the Collateral Agent, each of which is executed and delivered by a Grantor, the Collateral Agent, and one of the Controlled Account Banks.

(xx) “Controlled Account Bank” has the meaning specified therefor in Section 7(k) of this Agreement.

(xxi) “Copyrights” means any and all rights in any works of authorship, including (A) copyrights and moral rights, (B) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 2, (C) income, license fees, royalties, proceeds, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses and other agreements entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world.

(xxii) “Copyright Security Agreement” means each Copyright Security Agreement executed and delivered by Grantors, or any of them, and the Collateral Agent, in substantially the form of Exhibit A to this Agreement or any other form approved by the Collateral Agent.

(xxiii) “Credit Agreement” has the meaning specified therefor in the recitals to this Agreement.

(xxiv) “Data Security Requirements” means, collectively, all of the following to the extent relating to privacy, security, or security breach notification requirements and applicable to any Grantor, to the conduct of any Grantor’s business, or to any of the Business Systems or business information and all personally-identifying information and data (whether of employees, contractors, consultants, customers, consumers, or other Persons and whether in electronic or any other form or medium) that is accessed, collected, used, processed, stored, shared, distributed, transferred, disclosed, destroyed, or disposed of by any of the Grantors’ Business Systems: (i) each Grantor’s own rules, policies, and procedures; (ii) all applicable laws, rules and regulations; (iii) industry standards applicable to the industry in which the Grantors’ businesses operate (including, if applicable, the Payment Card Industry Data Security Standard (PCI DSS)); and (iv) contracts into which any Grantor has entered or by which it is otherwise bound.

(xxv) “Deposit Account” means a deposit account (as that term is defined in the Code).

(xxvi) “Domestic Grantor” means each Grantor incorporated under the laws of the United States (or any state or territory thereof), including (a) Pomeroy Group Holdings, Inc., a Delaware corporation, (b) Pomeroy Group, LLC, a Delaware limited liability company, (c) Pomeroy IT Solutions Sales Company, Inc., a Delaware corporation, (d) the Borrower, and (e) any Grantors incorporated under the laws of the United States (or any state or territory thereof) who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(xxvii) “Domestic Guarantor” means each Guarantor incorporated under the laws of the United States (or any state or territory thereof), including (a) Pomeroy Group Holdings, Inc., a Delaware corporation, (b) Pomeroy Group, LLC, a Delaware limited liability company, (c) Pomeroy IT Solutions Sales Company, Inc., a Delaware corporation, (d) the Borrower and (e) any Guarantors incorporated under the laws of the United States (or any state or territory thereof) who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(xxviii) “Domestic Subsidiary” means any Subsidiary of any Loan Party that is not a Foreign Subsidiary.

(xxix) “Equipment” means equipment (as that term is defined in the Code).

(xxx) “Excluded Account” means any (i) Deposit Account specially and exclusively used for payroll, payroll taxes and other employee wage or benefit payments to or for any Grantor’s employees or (ii) Deposit Account, Securities Account, lockbox account, pledge account or any similar deposit or securities accounts, each containing a maximum cash deposit amount of up to \$100,000 individually or \$1,000,000 in the aggregate for all such accounts.

(xxxi) “Excluded Property” means (i) assets for so long as a pledge thereof or a security interest therein is prohibited by applicable laws, (ii) margin stock, (iii) any lease, license or other agreements, or any property subject to a purchase money security interest, capital lease, in each case to the extent permitted under the Loan Documents, to the extent that a pledge thereof or a security interest therein would violate or invalidate such lease, license or agreement, purchase money, capital lease or similar arrangement, or create a right of termination in favor of any other party thereto (other than the Borrower or a Guarantor) after giving effect to the applicable anti-assignment clauses of the Uniform Commercial Code and applicable laws, provided, that the foregoing exclusions in clauses (i) and (iii) shall in no way be construed to apply to the extent any such restrictions are ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the UCC or other applicable law or to the extent any consent or waiver has been obtained that would permit the Collateral Agent’s security interest or lien to attach notwithstanding any such restrictions other than the proceeds and receivables thereof the assignment of which is expressly deemed effective under applicable laws notwithstanding such prohibition, (iv) any Equity Interest having ordinary voting power held by any U.S. Grantor in any CFC in excess of 65% of the total voting power of all such outstanding Equity Interests of such CFC, it being understood that any such Equity Interests constituting “stock entitled to vote” within the meaning of Treasury Regulation Section 1.956-2(c)(2) shall be treated as such Equity Interests for purposes of this definition, and other assets, in each case to the extent that a pledge thereof or a security interest therein would result in a material adverse tax consequence as mutually determined by the Borrowers and the Collateral Agent (acting at the direction of the Required Lenders), (v) assets for which the Collateral Agent (acting at the direction of the Required Lenders) and the Borrower mutually agree in writing that the cost of creating or perfecting such pledges or security interests therein would be excessive in view of the benefits to be obtained by the Secured Parties therefrom, and (vi) any intent-to-use trademark application in the United States prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law.

(xxxii) “Excluded Subsidiary” means (a) each Excluded Entity, (b) any Subsidiary that is prohibited by applicable law or by any contractual obligation existing on the Closing Date (or, if later, the date such Subsidiary first becomes a Subsidiary) from guaranteeing the Obligations (and in the case of such contractual obligation, not entered into in contemplation of the acquisition of such Subsidiary) or which would require governmental (including regulatory) consent, approval, license or authorization to provide and Guaranty unless such consent, approval, license or authorization has been received (provided, that the Borrower shall use its best efforts to obtain such consent, approval, license or authorization), (c) any non-wholly owned Subsidiary of the Company Group and (d) any other Subsidiary with respect to which, in the reasonable judgment of the Collateral Agent (acting at the direction of the Required Lenders, confirmed in writing by notice to the Borrower), the cost or other consequences (including any adverse tax consequences) of providing a Guaranty shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom; in each case of this definition, unless such Subsidiary is designated by the Borrower as a Guarantor pursuant to the definition of “Guarantor” (as defined below).

(xxxiii) “Excluded Swap Obligation” means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guaranty of such Guarantor or the grant of such security interest would otherwise have become effective with respect to such Swap Obligation but for such Guarantor’s failure to constitute an “eligible contract participant” at such time. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guaranty of such Guarantor or the grant of such security interest would otherwise have become effective with respect to such Swap Obligation but for such Guarantor’s failure to constitute an “eligible contract participant” at such time.

(xxxiv) “Farm Products” means farm products (as that term is defined in the Code).

(xxxv) “First Lien Secured Parties” has the meaning specified therefor in the recitals to this Agreement.

(xxxvi) “Fixtures” means fixtures (as that term is defined in the Code).

(xxxvii) “Foreclosed U.S. Grantor” has the meaning specified therefor in Section 2(a)(ix)(4) of this Agreement.

(xxxviii) “Foreign Subsidiary” means any direct or indirect subsidiary of any Loan Party that is organized under the laws of any jurisdiction other than the United States, any state thereof or the District of Columbia.

(xxxix) “General Intangibles” means general intangibles (as that term is defined in the Code), and includes payment intangibles, software, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, IP Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any Acquisition Agreement, rights to payment and other rights under any royalty or licensing agreements, including IP Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

(xl) “Grantor” and “Grantors” have the respective meanings specified therefor in the preamble to this Agreement.

(xli) “Guaranteed U.S. Obligations” means all of the U.S. Obligations now or hereafter existing or arising, whether for principal, interest (including any interest that accrues after the

commencement of any bankruptcy or insolvency proceeding, regardless of whether a claim therefore is allowed or allowable in whole or in part as a claim in any such bankruptcy or insolvency proceeding), fees (including the fees provided for in the Fee Letter), expenses of the Secured Parties (including any fees or expenses that accrue after the commencement of any bankruptcy or insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such bankruptcy or insolvency proceeding), or otherwise. Without limiting the generality of the foregoing, Guaranteed U.S. Obligations shall include all amounts that constitute part of the Guaranteed U.S. Obligations and would be owed by Borrower or any U.S. Guarantor to the Administrative Agent, the Collateral Agent, each Secured Party and each Lender, but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other insolvency proceeding or similar proceeding involving Borrower or any U.S. Guarantor; provided, that anything to the contrary contained in the foregoing notwithstanding, the Guaranteed U.S. Obligations shall exclude any Excluded Swap Obligation.

(xlii) “Guaranties” means each guaranty set forth in Section 2 of this Agreement.

(xliii) “Guarantor” means each Grantor.

(xliv) “Holdings” has the meaning specified therefor in the recitals to this Agreement.

(xlv) “Hungarian Grantor” means each Grantor party hereto that is incorporated under the laws of Hungary, including (a) Getronics Magyarország KFT., a company organized under the laws of Hungary, and (b) any Grantors incorporated under the laws of Hungary who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(xlvi) “Hungarian Guarantor” means a Guarantor party hereto that is incorporated under the laws of Hungary, including (a) Getronics Magyarország KFT., a company organized under the laws of Hungary, and (b) any Grantors incorporated under the laws of Hungary who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(xlvii) “Inventory” means inventory (as that term is defined in the Code).

(xlviii) “Investment Property” means (A) any and all investment property (as that term is defined in the Code), and (B) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.

(xlix) “IRC” means the Internal Revenue Code of 1986, as in effect from time to time.

(l) “Joinder” means each Joinder to this Agreement executed and delivered by the Collateral Agent and each of the other parties listed on the signature pages thereto, in substantially the form of Annex 1 to this Agreement or any other form approved by the Collateral Agent.

(li) “Lender” and “Lenders” have the respective meanings specified therefor in the recitals to this Agreement.

(lii) “Negotiable Collateral” means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).

(liii) “Netherlands Grantor” means each Grantor party hereto that is incorporated under the laws of the Netherlands, including (a) Holdings, (b) Digitran Innovations BV, a company organized under the laws of the Netherlands, (c) Getronics Global Services BV, a company organized under the laws of the Netherlands, and any (d) Grantors incorporated under the laws of the Netherlands who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(liv) “Netherlands Guarantors” means each Grantor party hereto that is incorporated under the laws of the Netherlands, including (a) Holdings, (b) Digitran Innovations BV, a company organized under the laws of the Netherlands, (c) Getronics Global Services BV, a company organized under the laws of the Netherlands, and (d) any Guarantors incorporated under the laws of the Netherlands who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(lv) “Patents” means patents and patent applications, including (A) the patents and patent applications listed on Schedule 4, (B) all continuations, divisionals, reversions, continuations-in-part, re-examinations, reissues, renewals and extensions thereof and improvements thereon, (C) all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses and other agreements entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (D) all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and (E) all of each Grantor’s rights corresponding thereto throughout the world..

(lvi) “Patent Security Agreement” means each Patent Security Agreement executed and delivered by Grantors, or any of them, and the Collateral Agent, in substantially the form of Exhibit B to this Agreement or any other form approved by the Collateral Agent.

(lvii) “Pledged Companies” means each Person listed on Schedule 5 as a “Pledged Company”, together with each other Person, all or a portion of whose Equity Interests are acquired or otherwise owned by a Grantor as of and after the Closing Date (to the extent required to be pledged hereunder).

(lviii) “Pledged Interests” means all of each Grantor’s right, title and interest in and to all of the Equity Interests now owned or hereafter acquired by such Grantor, regardless of class or designation, including in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Equity Interests, the right to receive any certificates representing any of the Equity Interests, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

(lix) “Pledged Interests Addendum” means a Pledged Interests Addendum substantially in the form of Exhibit C to this Agreement.

(lx) “Pledged Operating Agreements” means all of each Grantor’s rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.

(lxi) “Pledged Partnership Agreements” means all of each Grantor’s rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.

(lxii) “PTO” means the United States Patent and Trademark Office.

(lxiii) “Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Grantor that has total assets exceeding \$10,000,000 at the time the relevant guaranty, keepwell, or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(lxiv) “Records” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

(lxv) “Rescission” has the meaning specified therefor in Section 7(k)(ii) of this Agreement.

(lxvi) “Secured Parties” means the Administrative Agent, the Collateral Agent and each Lender and any of their respective successors and assigns.

(lxvii) “Secured U.S. Obligations” means each and all of the following: (A) all of the present and future obligations of each of the U.S. Grantors arising from, or owing under or pursuant to, this Agreement (including the U.S. Guaranty), the Credit Agreement and the other Loan Documents and (B) all other U.S. Obligations and all other Guaranteed U.S. Obligations of each U.S. Guarantor (including, in the case of each of clauses (A), (B) and (C), any expenses, interest and fees that accrue after the filing of any bankruptcy or insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such bankruptcy or insolvency proceeding); provided, that anything to the contrary contained in the foregoing notwithstanding, the Secured U.S. Obligations of the U.S. Guarantors shall exclude any Excluded Swap Obligation.

(lxviii) “Securities Account” means a securities account (as that term is defined in the Code).

(lxix) “Spanish Commercial Code” means the Royal Decree of 22 August 1885 (*Real Decreto de 22 de Agosto de 1885, por el que se aprueba el Código de Comercio*), as amended from time to time.

(lxx) “Spanish Companies Act” means Royal Legislative Decree 1/2010 of 2 July (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*), as amended from time to time.

(lxxi) “Spanish Civil Procedure Law” means Law 1/2000 of 7 January (*Ley de Enjuiciamiento Civil*).

(lxxii) “Spanish Grantor” means each Grantor party hereto that is incorporated under the laws of Spain, including (a) Connectis ICT Services Spanish Holding SLU, a company organized under the laws of Spain, (b) Global Rosetta SLU, a company organized under the laws of Spain, (c) Connectis ICT Services SAU, a company organized under the laws of Spain, and (d) any Grantors incorporated under the laws of Spain who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(lxxiii) “Spanish Guarantor” means a Guarantor party hereto that is incorporated under the laws of Spain, including (a) Connectis ICT Services Spanish Holding SLU, a company organized under the laws of Spain, (b) Global Rosetta SLU, a company organized under the laws of Spain, (c) Connectis ICT Services SAU, a company organized under the laws of Spain, and (d) any Guarantors incorporated under the laws of Spain who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(lxxiv) “Spanish Insolvency Law” means the Spanish Insolvency Law 22/2003, dated 9 July (*Ley 22/2003, de 9 de julio, Concursal*), as amended from time to time.

(lxxv) “Spanish Public Document” means, a document public, being either an escritura pública or a póliza.

(lxxvi) “Spanish Security Interest” means a Security Interest governed by the laws of Spain.

(lxxvii) “Supporting Obligations” means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Property.

(lxxviii) “Swap Obligation” means, with respect to any Grantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

(lxxix) “Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 6, (B) all renewals thereof, (C) all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses and other agreements entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, (E) the goodwill of each Grantor’s business symbolized by any of the foregoing or connected therewith, and (F) all of each Grantor’s rights corresponding thereto throughout the world.

(lxxx) “Trademark Security Agreement” means each Trademark Security Agreement executed and delivered by Grantors, or any of them, and the Collateral Agent, in substantially the form of Exhibit D to this Agreement or any other form approved by the Collateral Agent.

(lxxxi) “UK Grantor” means each Grantor incorporated under the laws of England and Wales, including (a) Connectis CMC UK Limited, a company incorporated under the laws of England and Wales, (b) Getronics Services UK LTD., a company incorporated under the laws of

England and Wales, and (c) any Grantors incorporated under the laws of England and Wales who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(lxxxii) “UK Guarantor” means each Guarantor incorporated under the laws of England and Wales, including (a) Connectis CMC UK Limited, a company incorporated under the laws of England and Wales, (b) Getronics Services UK LTD., a company incorporated under the laws of England and Wales, and (c) any Grantors incorporated under the laws of England and Wales who become party hereto by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(lxxxiii) “U.S. Collateral” has the meaning specified therefor in Section 3(a) of this Agreement.

(lxxxiv) “U.S. Grantor” means each Grantor with respect to the U.S. Obligations, including (a) each Belgian Grantor, (b) each Domestic Grantor, (c) each Netherlands Grantor, (d) each Spanish Grantor, (e) each UK Grantor, (f) each Hungarian Grantor, and (g) those additional entities that hereafter become “U.S. Grantors” hereunder by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(lxxxv) “U.S. Guarantor” means each Guarantor with respect to the U.S. Obligations including (a) each Belgian Guarantor, (b) each Domestic Guarantor, (c) each Netherlands Grantor, (d) each Spanish Guarantor, (e) each UK Guarantor, (f) each Hungarian Grantor, and (g) those additional entities that hereafter become “U.S. Guarantors” hereunder by executing the form of Joinder attached hereto as Annex 1 to this Agreement.

(lxxxvi) “U.S. Guaranty” means each guaranty set forth in Section 2(a) of this Agreement.

(lxxxvii) “U.S. Obligations” means all Obligations of the Borrower under the Credit Agreement the other Loan Documents.

(lxxxviii) “U.S. Proceeds” has the meaning specified therefor in Section 3(a) of this Agreement.

(lxxxix) “U.S. Security Interest” has the meaning specified therefor in Section 3(a) of this Agreement.

(xc) “URL” means “uniform resource locator,” an internet web address.

(xci) “Voidable Transfer” has the meaning specified therefor in Section 24(b) of this Agreement.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements,

substitutions, joinders, and supplements set forth herein or in the Credit Agreement). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein to the satisfaction, repayment, or payment in full of the Secured U.S. Obligations or the Guaranteed U.S. Obligations shall mean (i) the payment or repayment in full in immediately available funds of (A) the principal amount of, and interest accrued with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (B) all fees, costs and expenses of the Secured Parties that have accrued regardless of whether demand has been made therefor, (C) all fees or charges that have accrued hereunder or under any other Loan Document, (ii) the receipt by the Collateral Agent of cash collateral in order to secure any other contingent Secured U.S. Obligations or Guaranteed U.S. Obligations for which a claim or demand for payment has been made at such time or in respect of matters or circumstances known to the Collateral Agent or any Lender at the time that are reasonably expected to result in any loss, cost, damage or expense (including attorneys’ fees and legal expenses), such cash collateral to be in such amount as the Collateral Agent reasonably determines is appropriate to secure such contingent Secured U.S. Obligations or Guaranteed U.S. Obligations and (iii) the payment or repayment in full in immediately available funds of all other Secured U.S. Obligations or Guaranteed U.S. Obligations (as the case may be) other than unasserted contingent indemnification Obligations). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

(c) Any reference herein to Dollars shall refer to such amount in Dollars or an equivalent amount in Euros.

(d) All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

(e) Notwithstanding any other provision in this Agreement (or, to the extent applicable, any joinder or accession agreement relating to this Agreement), for so long as any English Security Document remains in full force and effect, any security interest granted by a Loan Party incorporated in England and Wales over an asset under this Agreement shall take effect subject to any security interest granted in respect of such asset under an English Security Document.

(f) Dutch terms. In this Agreement, where it relates to any Grantor or Guarantor having its center of main interests in the Netherlands, a reference to:

(i) a “necessary action to authorize” where applicable, includes without limitation:

(1) any action required to comply with the Works Council Act of the Netherlands (*Wet op de ondernemingsraden*); and

(2) obtaining an unconditional positive advice (*advies*) from the competent works council(s) if a positive advice is required pursuant to the works Councils Act of the Netherlands (*Wet op de ondernemingsraden*);

(ii) a “security interest” includes any mortgage (*hypotheek*), pledge (*pandrecht*), retention of title arrangement (*eigendomsvoorbehoud*), right of retention (*rect van retentive*), right to reclaim goods (*rect van reclame*), and, in general, any right in re (*beperkt recht*), created for the purpose of granting security (*goederenrechtelijk zekerheidsrecht*);

(iii) a “winding-up”, “administration” or “dissolution” includes a bankruptcy (*fallissement*) or dissolution (*ontbinding*);

(iv) a “moratorium” includes *surseance van betaling* and “a moratorium is declared” or “occurs” includes *surseance verleend*;

(v) and “step” or “procedure” taken in connection with insolvency proceedings includes a Dutch entity having filed a notice under section 36 or the Tax Collection Act of the Netherlands (*Invorderingswet 1990*);

(vi) a “liquidator” includes a *curator*;

(vii) an “administrator” includes a *bewindvoerder*;

(viii) an “attachment” includes a *beslag*;

(ix) “gross negligence” means *grove schuld*; and

(x) “willful misconduct” means *opzet*.

English language words used in this Agreement to describe Dutch law concepts intend to describe such concepts only and the consequences of the use of those words in English law or any other foreign law are to be disregarded.

(g) Spanish Terms.

(i) an “insolvency or liquidation proceedings” includes a *declaración de concurso con independencia de su carácter necesario o voluntario* (including any notice to a competent court pursuant to article 5 of the Spanish Insolvency Law and its “*solicitud de inicio de procedimiento de concurso, auto declaracion de concurso, convenio judicial o extrajudicial con acreedores and transacción extrajudicial*”);

(ii) a “winding up”, “administration” or “dissolution” includes, without limitation, *disolución, liquidación, procedimiento concursal* or any other similar proceedings;

(iii) a “receiver”, “administrative receiver”, “administrator” or the like includes, without limitation, *administración concursal* or any other person performing the same function;

(iv) a “compromise”, “assignment” or “arrangement” with any creditor includes, without limitation, the celebration of a *convenio de acreedores* within the context of a *concurso* or a refinancing agreement (*acuerdo de refinanciación*) entered into in accordance with the Spanish Insolvency Law;

(v) “trustee”, “fiduciary” and “fiduciary duty” has in each case the meaning given to such term under any applicable law;

(vi) a guarantee includes any guarantee (*fianza*), bank guarantee (*aval*), on demand guarantee (*garantía a primer requerimiento*) or any other guarantee which is independent from the debt to which it relates;

(vii) “matured obligation” includes, without limitation, any *crédito líquido, vencido y exigible*;

(viii) a person being unable to pay its debts includes that person being in a state of *insolencia* or in *concurso* according to Spanish Insolvency Law; and

(ix) "security interests" includes, without limitation, any mortgage (*hipoteca*), pledge (*prenda*) (with or without transfer of possession), financial collateral agreement (*garantía financiera pignoratícia*), in general, any *in rem* right governed by Spanish law.

(h) Belgian Terms. In this Agreement and any other Loan Document, where it relates to a Belgian Guarantor, a reference to:

(i) "attachment", "execution" or analogous procedures includes any *uitvoerend beslag/saisie exécution* and *bewaarend beslag/saisie conservatoire*;

(ii) a Guarantor being "incorporated" in Belgium or of which its "jurisdiction of incorporation" is Belgium, means that that Guarantor has its principal place of business (*voornaamste vestiging/établissement principal*) within the meaning of the Belgian Act of 16 July 2004 on the conflicts of law code) in Belgium;

(iii) "gross negligence" is a reference to *zware fout/faute lourde*;

(iv) an "insolvency" includes any *insolventieprocedure/procedure d'insolvabilité, gerechtelijke reorganisatie/réorganisation judiciaire, faillissement/faillite* and any other concurrence between creditors (*samenloop van schuldeisers/concours des créanciers*);

(v) a "liquidator", "receiver", "administrator" or similar officer includes any *insolventiefunctionaris/praticien de l'insolvabilité, curator/curateur, vereffenaar/liquidateur, gedelegeerd rechter/juge délégué, ondernemingsbemiddelaar/médiateur d'entreprise, gerechtsmandataris/ mandataire de justice, voorlopig bewindvoerder/administrateur provisoire, gerechtelijk bewindvoerder/administrateur judiciaire, mandataris ad hoc/mandataire ad hoc* and any *sekwester/séquestre*;

(vi) a "merger" includes an *overdracht van algemeenheid/transfert d'universalité, an overdracht van bedrijfstak/transfert de branche d'activité, a splitsing/scission* and a *fusie/fusion* as well as assimilated transactions (*gelijgestelde verrichtingen/operations assimilées*) in accordance with Articles 676 and 677 of the Belgian Companies Code;

(vii) a "moratorium of any indebtedness", or "reorganization" includes any *gerechtelijke reorganisatie/réorganisation judiciaire*;

(viii) "security interest" includes a mortgage (*hypotheek/hypothèque*), a pledge (*pand/gage*), a transfer by way of security (*overdracht ten titel van zekerheid/transfert à titre de garantie*), any other proprietary security interest (*zakelijke zekerheid/sûreté réelle*), a mandate to grant a mortgage, a pledge or any other real surety, a privilege (*voorrecht/privilege*) and a retention of title (*eigendomsvoorbehoud/réserve de propriété*); and

(ix) "winding-up", "administration" or "dissolution" includes any *vereffening/liquidation, ontbinding/dissolution, sluiting van een onderneming/fermeture d'entreprise* and *faillissement/faillite*.

English language words used in this Agreement to describe Belgian law concepts intend to describe such concepts only and the consequences of the use of those words in the law of the State of New York or any other foreign law are to be disregarded.

2. Guaranty.

(a) U.S. Guaranty.

(i) In recognition of the direct and indirect benefits to be received by U.S. Guarantors from the proceeds of the Term Loans and by virtue of the financial accommodations to be made to Borrower, each of the U.S. Guarantors, jointly and severally, hereby unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed U.S. Obligations. If any or all of the U.S. Obligations constituting Guaranteed U.S. Obligations becomes due and payable, each of the U.S. Guarantors, unconditionally and irrevocably, and without the need for demand, protest, or any other notice or formality, promises to pay such indebtedness to the Administrative Agent for the benefit of the Secured Parties, together with any and all expenses that may be incurred by the Administrative Agent, the Collateral Agent or any Secured Party in demanding, enforcing, or collecting any of the Guaranteed U.S. Obligations (including the Collateral Agent's enforcement of any collateral for such Guaranteed U.S. Obligations or any collateral for the obligations of the U.S. Guarantors under this U.S. Guaranty). If claim is ever made upon the Administrative Agent, the Collateral Agent or any other Secured Party for repayment or recovery of any amount or amounts received in payment of or on account of any or all of the Guaranteed U.S. Obligations and any of Administrative Agent, Collateral Agent or any such Lender repays all or part of said amount by reason of (i) any judgment, decree, or order of any court or administrative body having jurisdiction over such payee or any of its property, or (ii) any settlement or compromise of any such claim effected by such payee with any such claimant (including Borrower or any U.S. Guarantor), then and in each such event, each of the U.S. Guarantors agrees that any such judgment, decree, order, settlement, or compromise shall be binding upon the U.S. Guarantors, notwithstanding any revocation (or purported revocation) of this U.S. Guaranty or other instrument evidencing any liability of any U.S. Grantor, and the U.S. Guarantors shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.

(ii) Additionally, each of the U.S. Guarantors unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed U.S. Obligations to the Administrative Agent, for the benefit of the Secured Parties, whether or not due or payable by any Loan Party upon the occurrence of any of the events specified in Section 7.01 of the Credit Agreement, and irrevocably and unconditionally promises to pay such indebtedness to the Administrative Agent, for the benefit of the Secured Parties, without the requirement of demand, protest, or any other notice or other formality, in lawful money of the United States.

(iii) The liability of each of the U.S. Guarantors hereunder is primary, absolute, and unconditional, and is independent of any security for or other guaranty of the Guaranteed U.S. Obligations, whether executed by any other U.S. Guarantor or by any other Person, and the liability of each of the U.S. Guarantors hereunder shall not be affected or impaired by (i) any payment on, or in reduction of, any such other guaranty or undertaking (other than the payment in full of the Guaranteed U.S. Obligations), (ii) any dissolution, termination, or increase, decrease, or change in personnel by any U.S. Grantor, (iii) any payment made to the Administrative Agent, the Collateral Agent or any other Secured Party on account of the U.S. Obligations which the Administrative Agent, the Collateral Agent or such Secured Party repays to any U.S. Grantor pursuant to any court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding (or any settlement or

compromise of any claim made in any such proceeding relating to such payment), and each of the U.S. Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding, or (iv) any action or inaction by the Administrative Agent, the Collateral Agent, or any other Secured Party, or (v) any invalidity, irregularity, avoidability, or unenforceability of all or any part of the U.S. Obligations or of any security therefor.

(iv) This U.S. Guaranty includes all present and future Guaranteed U.S. Obligations including any under transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Guaranteed U.S. Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Guaranteed U.S. Obligations after prior Guaranteed U.S. Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, each U.S. Guarantor hereby waives any right to revoke this U.S. Guaranty as to future Guaranteed U.S. Obligations. If such a revocation is effective notwithstanding the foregoing waiver, each U.S. Guarantor acknowledges and agrees that (i) no such revocation shall be effective until written notice thereof has been received by the Collateral Agent, (ii) no such revocation shall apply to any Guaranteed U.S. Obligations in existence on the date of receipt by the Collateral Agent of such written notice (including any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms and conditions thereof), (iii) no such revocation shall apply to any Guaranteed U.S. Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of any Secured Party in existence on the date of such revocation, (iv) no payment by any U.S. Guarantor, Borrower, or from any other source, prior to the date of the Collateral Agent's receipt of written notice of such revocation shall reduce the maximum obligation of such U.S. Guarantor hereunder, and (v) any payment by Borrower or from any source other than such U.S. Guarantor subsequent to the date of such revocation shall first be applied to that portion of the Guaranteed U.S. Obligations as to which the revocation is effective and which are not, therefore, guaranteed hereunder, and to the extent so applied shall not reduce the maximum obligation of such U.S. Guarantor hereunder. This U.S. Guaranty shall be binding upon each U.S. Guarantor, its successors and assigns and inure to the benefit of and be enforceable by the Collateral Agent (for the benefit of the Secured Parties) and its successors, transferees, or assigns.

(v) The guaranty by each of the U.S. Guarantors hereunder is a guaranty of payment and not of collection. The obligations of each of the U.S. Guarantors hereunder are independent of the obligations of any other U.S. Guarantor or U.S. Grantor or any other Person and a separate action or actions may be brought and prosecuted against one or more of the U.S. Guarantors whether or not action is brought against any other U.S. Guarantor or U.S. Grantor or any other Person and whether or not any other U.S. Guarantor or U.S. Grantor or any other Person be joined in any such action or actions. Each of the U.S. Guarantors waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any U.S. Grantor or other circumstance which operates to toll any statute of limitations as to any U.S. Grantor shall operate to toll the statute of limitations as to each of the U.S. Guarantors.

(vi) Each of the U.S. Guarantors authorizes the Administrative Agent, the Collateral Agent and each Secured Party without notice or demand (other than any notice expressly required to be provided hereunder or under any other Loan Document), and without affecting or impairing its liability hereunder, from time to time to:

(1) change the manner, place, or terms of payment of, or change or extend the time of payment of, renew, increase, accelerate, or alter: (A) any of the U.S. Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon); or (B) any security therefor or any liability incurred directly or indirectly in respect thereof, and this U.S. Guaranty shall apply to the U.S. Obligations as so changed, extended, renewed, or altered;

(2) take and hold security for the payment of the U.S. Obligations and sell, exchange, release, impair, surrender, realize upon, collect, settle, or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the U.S. Obligations or any of the Guaranteed U.S. Obligations (including any of the obligations of all or any of the U.S. Guarantors under this U.S. Guaranty) incurred directly or indirectly in respect thereof or hereof, or any offset on account thereof;

(3) exercise or refrain from exercising any rights against any U.S. Grantor;

(4) release or substitute any one or more endorsers, guarantors, any U.S. Grantor, or other obligors;

(5) settle or compromise any of the U.S. Obligations, any security therefor, or any liability (including any of those of any of the U.S. Guarantors under this U.S. Guaranty) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any U.S. Grantor to its creditors;

(6) apply any sums by whomever paid or however realized to any liability or liabilities of any U.S. Grantor to the Administrative Agent, the Collateral Agent or any Secured Party regardless of what liability or liabilities of such U.S. Grantor remain unpaid;

(7) consent to or waive any breach of, or any act, omission, or default under, this Agreement, any other Loan Document, or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify, or supplement this Agreement or any other Loan Document or any of such other instruments or agreements; or

(8) take any other action that could, under otherwise applicable principles of law, give rise to a legal or equitable discharge of one or more of the U.S. Guarantors from all or part of its liabilities under this U.S. Guaranty.

(vii) It is not necessary for the Administrative Agent, the Collateral Agent or any Secured Party to inquire into the capacity or powers of any of the U.S. Guarantors or the officers, directors, partners or agents acting or purporting to act on their behalf, and any U.S. Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

(viii) Each U.S. Guarantor jointly and severally guarantees that the Guaranteed U.S. Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Secured Party with respect thereto. The obligations of each U.S. Guarantor under this U.S. Guaranty are independent of the Guaranteed U.S. Obligations, and a separate action or actions may be brought and prosecuted against each U.S. Guarantor to enforce such obligations, irrespective of whether any action is brought against any other U.S. Guarantor or whether any other U.S. Guarantor is joined in any such action or actions. The liability of each U.S. Guarantor under this U.S. Guaranty shall be absolute and unconditional irrespective of, and each U.S. Guarantor hereby irrevocably waives any defense it may now or hereafter have in any way relating to, any or all of the following:

(1) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(2) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Guaranteed U.S. Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including any increase in the Guaranteed U.S. Obligations resulting from the extension of additional credit;

(3) any taking, exchange, release, or non-perfection of any Lien in and to any U.S. Collateral, or any taking, release, amendment, waiver of, or consent to departure from any other guaranty, for all or any of the Guaranteed U.S. Obligations;

(4) the existence of any claim, set-off, defense, or other right that any U.S. Guarantor may have at any time against any Person, including the Administrative Agent, the Collateral Agent or any Secured Party;

(5) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed U.S. Obligations or any security therefor;

(6) any right or defense arising by reason of any claim or defense based upon an election of remedies by any Secured Party, including any defense based upon an impairment or elimination of such U.S. Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such U.S. Guarantor against any other U.S. Grantor or any guarantors or sureties;

(7) any change, restructuring, or termination of the corporate, limited liability company, or partnership structure or existence of any U.S. Grantor; or

(8) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any U.S. Grantor or any other guarantor or surety other than a defense of payment in full of the Guaranteed U.S. Obligations.

(ix) Waivers.

(1) Each of the U.S. Guarantors waives any right (except as shall be required by applicable statute and cannot be waived) to require the Collateral Agent or any Secured Party to (i) proceed against any other U.S. Grantor or any other Person, (ii) proceed against or exhaust any security held from any other U.S. Grantor or any other Person, or (iii) protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other U.S. Grantor, any other Person, or any collateral, or (iv) pursue any other remedy in any Secured Party's power whatsoever. Each of the U.S. Guarantors waives any defense based on or arising out of any defense of any U.S. Grantor or any other Person, other than payment of the Guaranteed U.S. Obligations to the extent of such payment, based on or arising out of the disability of any U.S. Grantor or any other Person, or the validity, legality, or unenforceability of the U.S. Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any U.S. Grantor other than payment of the U.S. Obligations to the extent of such payment. The Collateral Agent may, at the direction of the Required Lenders, foreclose upon any U.S. Collateral held by the Collateral Agent by one or more judicial or non-judicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy the Collateral Agent or any Secured Party may have against any U.S. Grantor or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the U.S. Guarantors hereunder except to the extent the Guaranteed U.S. Obligations have been paid.

(2) Each of the U.S. Guarantors waives all presentments, demands for performance, protests and notices, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this U.S. Guaranty, and notices of the existence, creation, or incurring of new or additional U.S. Obligations or other financial accommodations. Each of the U.S. Guarantors waives notice of any Default or Event of Default under any of the Loan Documents. Each of the U.S. Guarantors assumes all responsibility for being and keeping itself informed of each U.S. Grantor's financial condition and assets and of all other circumstances bearing upon the risk of nonpayment of the U.S. Obligations and the nature, scope, and extent of the risks which each of the U.S. Guarantors assumes and incurs hereunder, and agrees that neither the Administrative Agent, the Collateral Agent, any Lender, nor any other Secured Parties shall have any duty to advise any of the U.S. Guarantors of information known to them regarding such circumstances or risks.

(3) To the fullest extent permitted by applicable law, each U.S. Guarantor hereby waives: (A) any right to assert against any Secured Party, any defense (legal or equitable) (other than the defense that all of the Guaranteed U.S. Obligations have been paid in full), set-off, counterclaim, or claim which each U.S. Guarantor may now or at any time hereafter have against Borrower or any other party liable to any Secured Party; (B) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed U.S. Obligations or any security therefor; (C) any right or defense arising by reason of any claim or defense based upon an election of remedies by any Secured Party including any defense based upon an impairment or elimination of such U.S. Guarantor's rights of subrogation, reimbursement, contribution, or indemnity of such U.S. Guarantor against Borrower or other guarantors or sureties; and (D) the benefit of any statute of limitations affecting such U.S. Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed U.S. Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to such U.S. Guarantor's liability hereunder.

(4) No U.S. Guarantor will exercise any rights that it may now or hereafter acquire against any U.S. Grantor or any other guarantor that arise from the existence, payment, performance or enforcement of such U.S. Guarantor's obligations under this U.S. Guaranty, including any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Administrative Agent, the Collateral Agent, any Lender, or any Secured Party against any U.S. Grantor or any other guarantor or any U.S. Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any U.S. Grantor or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed U.S. Obligations and all other amounts payable under this U.S. Guaranty shall have been paid in full in cash. If any amount shall be paid to any U.S. Guarantor in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of the Collateral Agent, for the benefit of the Secured Parties, and shall forthwith be paid to the Administrative Agent to be credited and applied to the Guaranteed U.S. Obligations and all other amounts payable under this U.S. Guaranty, whether matured or unmatured, in accordance with the terms of the Credit Agreement, or to be held as U.S. Collateral for any Guaranteed U.S. Obligations or other amounts payable under this U.S. Guaranty thereafter arising. Notwithstanding anything to the contrary contained in this U.S. Guaranty, no U.S. Guarantor may exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any other U.S. Grantor (the "Foreclosed U.S. Grantor"), including after payment in full of the U.S. Obligations, if all or any portion of the U.S. Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such Foreclosed U.S. Grantor whether pursuant to this Agreement or otherwise.

(5) Each of the U.S. Guarantors represents, warrants, and agrees that each of the waivers set forth above is made with full knowledge of its significance and consequences and that if any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective to the maximum extent permitted by law.

(x) Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other U.S. Grantor to guaranty and otherwise honor all U.S. Obligations in respect of Swap Obligations (provided, that each Qualified ECP Guarantor shall only be liable under this Section 2(a)(x) for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 2(a)(x), or otherwise under the Loan Documents, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until payment in full of the Guaranteed U.S. Obligations. Each Qualified ECP Guarantor intends that this Section 2(a)(x) constitute, and this Section 2(a)(x) shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other U.S. Grantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(xi) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each U.S. Guarantor for the Guaranteed U.S. Obligations shall in no event exceed the amount which can be guaranteed by such U.S. Guarantor under applicable federal and state laws relating to the insolvency of debtors.

(b) Reserved.

(c) Reserved.

(d) Reserved.

(e) Belgian Limitations.

(i) The total liability of any Belgian Guarantor for the obligations of any other Loan Party under the Loan documents, other than its Subsidiaries, shall at all times be limited to the greater of:

(1) the highest amount due by such Belgian Guarantor (or its direct or indirect Subsidiaries) under any intra-group arrangement (regardless of (a) the form thereof, including through the subscription of debt instrument, (b) whether due and payable, and (c) in respect of any indebtedness or otherwise at any time between the date of this Agreement and the date on which a demand for payment under this Agreement is made); or

(2) ninety per cent (90%) of such Belgian Guarantor’s own funds (*eigen ermogen/capitaux propres*) as derived from the latest audited financial statements of the respective Belgian Guarantor available at the time a demand for payment under this Agreement is made; or

(3) ninety per cent (90%) of such Belgian Guarantor’s own funds (*eigen vermogen/capitaux propres*) as derived from the current audited financial statements of the respective Belgian Guarantor.

(ii) The burden of proof of the guarantee limitation in respect of paragraph (i)(1) above shall bear on the relevant Belgian Guarantor. In order to avail itself of any such

limitation, such Belgian Guarantor must provide a certificate of its auditor confirming the amounts owing from it to the Administrative Agent at the relevant times.

(iii) The result of the calculation as described above shall in relation to any relevant Belgian Guarantor be referred to as the “Belgian Guaranteed Amount”. Each Belgian Guarantor shall provide the Administrative Agent with an update on the relevant Belgian Guaranteed Amount upon the request of the Administrative Agent, with such information as the Administrative Agent may reasonably require.

(iv) For the avoidance of doubt, no limitation shall apply to the liability of any Belgian Guarantor for any amounts owed by its direct or indirect Subsidiaries under the Loan Documents and the Belgian Guarantor shall be liable for such amounts in full.

(v) No Belgian Guarantor shall be liable for the obligations of any other Loan Party under the Loan Documents, to the extent that such liability would result in such guarantee constituting unlawful financial assistance within the meaning of Article 329 or 629 of the Belgian Companies Code (or any equivalent and applicable provisions in any relevant jurisdiction).

(f) Spanish Particularities in Relation to the Guaranty.

(i) Each Spanish Guarantor acknowledges that the amounts due and payable by the Borrower to the Lenders and/or any Secured Party under this Agreement shall constitute liquid, due and payable obligations of such Spanish Guarantor (*deuda líquida, vencida y exigible*).

(ii) Without limiting the provisions of the U.S. Guaranty, any Spanish Guarantor acknowledges that the guarantee provided by it under this Section 2 must be construed as a first demand guarantee (*garantía a primera demanda*) and not as a performance bond (*fianza*) and, therefore, the benefits of preference (*exclusión*), order (*orden*) and division (*división*) shall not be applicable.

(iii) Notwithstanding the previous nor anything set out to the contrary in this Agreement or any other Loan Document, the guarantees, obligations and liabilities of any Spanish Guarantor expressed to be assumed under this Agreement or any other Loan Document (including any Spanish Security Interest) to which it is a party shall be deemed not to have been assumed, given or undertaken in respect of, and shall not extend to, any guarantee, obligation or liability to the extent that the same would constitute financial assistance under sections 143.2 or 150 of the Spanish Companies Act or under any other foreign law that is mandatorily applicable to a Spanish Guarantor. Therefore, the guarantee granted by a Spanish Guarantor shall exclude expressly any liabilities that would cause the Spanish Guarantor to breach in any way whatsoever any financial assistance prohibitions.

(iv) If the Spanish Guarantor is incorporated as a public limited liability company (*sociedad anónima*), the obligations of such Spanish company incorporated as a public limited liability company (*sociedad anónima*) shall not extend to any obligation incurred by any obligor as a result of such obligor borrowing (or guaranteeing the borrowing of) funds under the facility for the purpose of (1) acquiring shares (*acciones*) representing the share capital of such Spanish company or shares (*acciones*) or quotas (*participaciones sociales*) representing the share capital of its holding company or (2) refinancing a previous debt incurred by any obligor for the acquisition of shares (*acciones*) representing the share capital of such Spanish company or shares (*acciones*) or quotas (*participaciones sociales*) representing the share capital of its holding company, and shall be deemed not to be undertaken or incurred by a such Spanish company incorporated as a public limited liability company (*sociedad anónima*) to the extent that the same would constitute unlawful financial assistance

within the meaning of article 150 of the Spanish Companies Act (*Ley de Sociedades de Capital*), and, in that case, all provisions of this Agreement shall be construed accordingly in the sense that, in no case, can any guarantee and/or indemnity and/or security given by a Spanish company secure repayment of the abovementioned funds.

For the purposes of the paragraph above, a reference to a “holding company” of a Spanish company shall mean the company which, directly or indirectly, owns the majority of the voting rights of such Spanish company or that may have a dominant influence on such Spanish company. It shall be presumed that one company has a dominant influence on another company when (1) any of the scenarios set out in section 1 of article 42 of the Spanish Commercial Code are met or (2) when at least half plus one of the members of the managing body of the Spanish company are also members of the managing body or top managers (*altos directivos*) of the dominant company or of another company controlled by such dominant company.

(v) If the Spanish Guarantor is incorporated as a private limited liability company (*sociedad de responsabilidad limitada*), the obligations of such Spanish company incorporated as a private limited liability company (*sociedad de responsabilidad limitada*) shall not extend to any obligation incurred by any obligor as a result of such obligor borrowing (or guaranteeing the borrowing of) funds under the facility for the purpose of (1) acquiring quotas (*participaciones sociales*) representing the share capital of such Spanish company or quotas (*participaciones sociales*) or shares (*acciones*) representing the share capital of a company within its group or (2) refinancing a previous debt incurred by any obligor for the acquisition of quotas (*participaciones sociales*) representing the share capital of such Spanish company or quotas (*participaciones sociales*) or shares (*acciones*) representing the share capital of a company within its group, and shall be deemed not to be undertaken or incurred by such Spanish company incorporated as a private limited liability company (*sociedad de responsabilidad limitada*) to the extent that the same would constitute unlawful financial assistance within the meaning of article 143 of the Spanish Companies Act and, in that case, all provisions of this Agreement shall be construed accordingly in the sense that, in no case, can any guarantee and/or indemnity and/or security given by a Spanish company secure repayment of the abovementioned funds.

For the purposes of the paragraph above, a reference to the “group” of a Spanish company shall mean such Spanish company and any other companies constituting a group as such term is defined under article 42 of the Spanish Commercial Code. It shall be presumed that there is unity of decision when any of the scenarios set out in section 1 of article 42 of the Spanish Commercial Code are met.

(vi) It is hereby expressly agreed that the guaranty granted by the Spanish Guarantor will not include any amounts used by any debtor to refinance the agreement dated June 30, 2017 referred to in paragraph (i) of the definition of Refinancing Transactions included in the Credit Agreement.

(vii) For the purposes of article 135 and the additional section fourth of the Spanish Insolvency Law, the obligations of each Spanish Guarantor under this Agreement vis-à-vis each Loan Party shall be governed by the terms of this Agreement at any time such that each Spanish Guarantor obligations pursuant to this Section 2(f) shall not be affected in any way by the settlement agreement or workout homologation agreement (*homologación de un acuerdo de refinanciación*) that may be agreed in the insolvency proceedings of an obligor (nor shall they be deemed amended as a consequence of the approval of that settlement agreement) to the extent that such Loan Party has not expressly accepted (by voting in favour of that settlement agreement or workout homologation agreement (*homologación de un acuerdo de refinanciación*) or otherwise) the effect contemplated by that settlement agreement or workout homologation, as the case may be, of the relevant obligor on the scope and provisions of the guarantee.

3. Grant of Security.

(a) Each U.S. Grantor hereby unconditionally grants, collaterally assigns, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured U.S. Obligations (whether now existing or hereafter arising), a continuing security interest (hereinafter referred to as the "U.S. Security Interest") in all of such U.S. Grantor's right, title, and interest in and to any and all of the following, whether now owned or at any time hereafter acquired or arising and wherever located by such U.S. Grantor or in which such U.S. Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "U.S. Collateral"):

- (i) all of such U.S. Grantor's Accounts;
- (ii) all of such U.S. Grantor's Books;
- (iii) all of such U.S. Grantor's Chattel Paper;
- (iv) all of such U.S. Grantor's Commercial Tort Claims;
- (v) all of such U.S. Grantor's Equipment;
- (vi) all of such U.S. Grantor's Farm Products;
- (vii) all of such U.S. Grantor's Fixtures;
- (viii) all of such U.S. Grantor's General Intangibles;
- (ix) all of such U.S. Grantor's Inventory;
- (x) all of such U.S. Grantor's Investment Property;
- (xi) all of such U.S. Grantor's Intellectual Property;
- (xii) all of such U.S. Grantor's Negotiable Collateral;
- (xiii) all of such U.S. Grantor's Pledged Interests (including all of such U.S. Grantor's Pledged Operating Agreements and Pledged Partnership Agreements);
- (xiv) all of such U.S. Grantor's Supporting Obligations;
- (xv) to the extent constituting ABL Priority Collateral, all of such U.S. Grantor's Deposit Accounts, Securities Accounts, all cash, Cash Equivalents, Money, Securities and other investments therein, and all Security Entitlements in respect thereof; and
- (xvi) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Property, Intellectual Property, Negotiable Collateral, Pledged Interests, Securities Accounts, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof,

and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the “U.S. Proceeds”). Without limiting the generality of the foregoing, the term “U.S. Proceeds” includes whatever is receivable or received when Investment Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any U.S. Grantor or the Collateral Agent from time to time with respect to any of the Investment Property;

provided, that notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in any Excluded Property; provided, however, that “Excluded Property” shall not include any U.S. Proceeds, substitutions or replacements of any Excluded Property unless such U.S. Proceeds, substitutions or replacements would independently constitute Excluded Property.

4. Security for Secured U.S. Obligations.

(a) The U.S. Security Interest created hereby secures the payment and performance of the Secured U.S. Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured U.S. Obligations and would be owed by U.S. Grantors, or any of them, to the Administrative Agent, the Collateral Agent or any Secured Party, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in any bankruptcy or insolvency proceeding involving any U.S. Grantor due to the existence of any such bankruptcy or insolvency proceeding. Further, the U.S. Security Interest created hereby encumbers each U.S. Grantor’s right, title, and interest in all U.S. Collateral, whether now owned by such U.S. Grantor or hereafter acquired, obtained, developed, or created by such U.S. Grantor and wherever located.

5. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements included in the U.S. Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Collateral Agent or any Secured Party of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the U.S. Collateral, and (c) none of the Secured Parties shall have any obligation or liability under such contracts and agreements included in the U.S. Collateral by reason of this Agreement, nor shall any of the Secured Parties be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until an Event of Default shall occur and be continuing, except as otherwise provided in this Agreement, the Credit Agreement, or any other Loan Document, Grantors shall have the right to possession and enjoyment of the U.S. Collateral for the purpose of conducting the ordinary course of their respective businesses, subject to and upon the terms hereof and of the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, dividend, and distribution rights, shall remain in the applicable Grantor until (i) the occurrence and continuance of an Event of Default, and (ii) the Collateral Agent has notified the applicable Grantor in writing of the Collateral Agent’s election to exercise such rights with respect to the Pledged Interests pursuant to Section 16.

6. Representations and Warranties. In order to induce the Collateral Agent to enter into this Agreement for the benefit of the Secured Parties, each Grantor makes the following representations and warranties to the Secured Parties which shall be true, correct, and complete, in all material respects

(except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date and on any date thereafter when deemed made, and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) The name (within the meaning of Section 9-503 of the Code) and jurisdiction of organization of each Grantor is set forth on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(b) The chief executive office or registered address, as applicable, of each Grantor is located at the address indicated on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(c) Each Grantor's tax identification numbers and organizational identification numbers, if any, are identified on Schedule 7 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(d) As of the Closing Date, no Grantor holds any commercial tort claims that exceed \$500,000 in amount, except as set forth on Schedule 1.

(e) Set forth on Schedule 9 (as such Schedule may be updated from time to time subject to Section 7(k)(iii) with respect to Controlled Accounts and provided, that Grantors comply with Section 7(c) hereof) is a listing of all of Grantors' Deposit Accounts and Securities Accounts, including, with respect to each bank or securities intermediary (a) the name and address of such Person, and (b) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

(f) Schedule 8 sets forth all Real Property owned by any of the Grantors as of the Closing Date.

(g) As of the Closing Date: (i) Schedule 2 provides a complete and correct list of all registered Copyrights owned by any Grantor and all applications for registration of Copyrights owned by any Grantor; (ii) Schedule 3 provides a complete and correct list of all IP Licenses entered into by any Grantor pursuant to which (A) any Grantor has provided any license or other rights to use any material Intellectual Property owned by such Grantor to any other Person (other than non-exclusive agreements entered into with customers or end users in the ordinary course of business), or (B) any Person has granted to any Grantor any license or other rights to use Intellectual Property owned by such Person that is material to the business of such Grantor (other than license agreements for commercially available "off the shelf" or shrinkwrap software that is generally available to the public with an annual license fee of less than \$500,000); (iii) Schedule 4 provides a complete and correct list of all Patents owned by any Grantor and all applications for Patents owned by any Grantor; and (iv) Schedule 6 provides a complete and correct list of all registered Trademarks owned by any Grantor, and all applications for registration of Trademarks owned by any Grantor.

(h) (i) (A) each Grantor owns exclusively or has the right to use according to a written license all Intellectual Property that is material to the conduct of its business as currently conducted; and (B) all employees and contractors of each Grantor who were involved in the creation or development of any Intellectual Property for such Grantor that is material to the business of such Grantor as currently conducted have signed agreements containing a present tense assignment of Intellectual Property rights to such Grantor and obligations of confidentiality;

(ii) to each Grantor's knowledge, no Person has infringed or misappropriated, diluted or otherwise violated or is currently infringing, misappropriating, diluting or otherwise violating any material Intellectual Property rights owned by such Grantor;

(iii) (A) (1) such Grantor has not infringed, misappropriated, diluted or otherwise violated and is not currently infringing, misappropriating, diluting or otherwise violating any Intellectual Property rights of any Person, and (2) no product manufactured, used, distributed, licensed, or sold by or service provided by such Grantor has ever infringed, misappropriated, diluted or otherwise violated or is currently infringing, misappropriating, diluting or otherwise violating any Intellectual Property rights of any Person, and (B) (1) there are no material infringement, misappropriation, dilution or other violation claims or proceedings pending, or to any Grantor's knowledge, threatened in writing against any Grantor, and (2) no Grantor has received any written notice or other written communication within the past 12 months of any actual or alleged infringement, misappropriation, dilution or other violation of any Intellectual Property rights of any Person;

(iv) to each Grantor's knowledge, all Intellectual Property rights that are subject to an application or registration that are owned by such Grantor and material to the conduct of its business are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect;

(v) each Grantor has taken commercially reasonable measures to maintain the confidentiality of all trade secrets owned by such Grantor that are material to the conduct of the business of such Grantor; and

(vi) none of the proprietary software offered, licensed or distributed by any Grantor that is material to generating revenue for such Grantor is subject to any "copyleft" or other obligation or condition (including any obligation or condition under any "open source" software license (including any version of the GNU Public License, Lesser GNU Public License, or Mozilla Public License or any similar license) in a manner that would require the disclosure, licensing or distribution of any source code of the proprietary software.

(vii) each Grantor and the conduct of such Grantor's business is in compliance with, and has been in compliance with all Data Security Requirements and there have not been any actual or alleged incidents of data security breaches, unauthorized access or use of any of the Business Systems, or unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any data or other notices received relating to Data Security Requirements.

(i) This Agreement creates a valid security interest in the U.S. Collateral of each Grantor, to the extent a security interest therein can be created under the Code, securing the payment of the Secured U.S. Obligations. Except to the extent a security interest in the U.S. Collateral cannot be perfected by the filing of a financing statement under the Code, all filings and other actions necessary to perfect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and the Collateral Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 11. Upon the making of such filings, the Collateral Agent shall have a second priority perfected security interest in the U.S. Collateral of each Grantor (subject to Permitted Liens) to the extent such security interest can be perfected by the filing of a financing statement under the Code. Upon filing of any Copyright Security Agreement with the United States Copyright Office, filing of any Patent Security Agreement and any Trademark Security Agreement with the PTO, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 11,

all action necessary or desirable to perfect the U.S. Security Interest in and on each Grantor's United States issued, registered and filed Patents, Trademarks, or Copyrights has been taken (provided, that additional filings may be necessary to perfect any security interest in any Intellectual Property acquired after the date hereof) and such perfected U.S. Security Interest is enforceable as such as against any and all creditors of and purchasers from any Grantor, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally. All action by any Grantor reasonably necessary or required to perfect such security interest on each item of U.S. Collateral has been duly taken.

(j) (i) Except for the U.S. Security Interests created hereby, each Grantor is and will at all times (unless otherwise expressly permitted by the Credit Agreement) be the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens, of the Pledged Interests indicated on Schedule 5 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Closing Date; (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and non-assessable and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 5 as supplemented or modified by any Pledged Interests Addendum or any Joinder to this Agreement; (iii) such Grantor has the right and requisite authority to pledge, the Investment Property pledged by such Grantor to the Collateral Agent as provided herein; (iv) all actions necessary to perfect and establish the second priority of the Collateral Agent's Liens (subject to Permitted Liens) in the Investment Property, and the proceeds thereof, have been duly taken, upon (A) the execution and delivery of this Agreement; (B) the taking of possession by the Collateral Agent (or its agent or designee) of any certificates representing the Pledged Interests, to the extent such Pledged Interests are represented by certificates, together with undated powers (or other documents of transfer acceptable to the Collateral Agent) endorsed in blank by the applicable Grantor; (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 11 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Deposit Accounts and Securities Accounts, the delivery of Control Agreements with respect thereto (to the extent required hereunder); and (v) each Grantor has delivered to and deposited with the Collateral Agent (or, with respect to any Pledged Interests created or obtained after the Closing Date, will deliver and deposit in accordance with Sections 7(a) and 9 hereof) all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer acceptable to the Collateral Agent) endorsed in blank with respect to such certificates. None of the Pledged Interests constituting U.S. Collateral that are owned or held by a Grantor has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(k) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a U.S. Security Interest by such Grantor in and to the U.S. Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement with respect to the Investment Property or the remedies in respect of the U.S. Collateral pursuant to this Agreement, except (A) as may be required in connection with such disposition of Investment Property by laws affecting the offering and sale of securities generally, (B) for consents, approvals, authorizations, or other orders or actions that have already been obtained or given (as applicable) and that are still in force as of the date hereof, and (C) the filing of financing statements and other filings necessary to perfect the U.S. Security Interests granted hereby. No IP License of any Grantor that is necessary in or material to the conduct of such Grantor's business requires any consent of any other Person that has not been obtained in order for such Grantor to grant the security interest granted hereunder in such Grantor's right, title or interest in or to such IP License.

(l) As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby represents and warrants that the Pledged Interests issued pursuant to such agreement (A) are not dealt in or traded on securities exchanges or in securities markets, (B) do not constitute investment company securities, and (C) are not held by such Grantor in a Securities Account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement provides that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

7. Covenants. Subject in each case to the Agreed security Principles, each Grantor, jointly and severally, covenants and agrees with the Collateral Agent that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 24:

(a) Possession of Collateral. In the event that any U.S. Collateral, including U.S. Proceeds, is evidenced by or consists of Negotiable Collateral (other than checks received in the ordinary course of business and promptly deposited in a Deposit Account of a Grantor in accordance with customary practices), certificated Investment Property, or Chattel Paper, in each case, having an aggregate value or face amount of \$500,000 or more for all such Negotiable Collateral, Investment Property, or Chattel Paper, the Grantors shall promptly (and in any event within five Business Days after acquisition thereof, or such longer period agreed to by the Collateral Agent in writing), notify Collateral Agent thereof in writing, and if and to the extent that perfection or priority of Collateral Agent's U.S. Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly (and in any event within five Business Days, or such longer period agreed to by the Collateral Agent in writing) after written request by the Collateral Agent, shall execute such other documents and instruments as shall be reasonably requested in writing by the Collateral Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Property, or Chattel Paper to the Collateral Agent, together with such undated powers (or other relevant document of transfer reasonably acceptable to the Collateral Agent) endorsed in blank as shall be reasonably requested in writing by the Collateral Agent, and shall do such other acts reasonably deemed necessary or desirable by the Collateral Agent to protect Collateral Agent's U.S. Security Interest therein.

(b) Chattel Paper.

(i) Promptly upon the reasonable request in writing by the Collateral Agent (and in any event within five Business Days of such request, or such longer period agreed to by the Collateral Agent), each Grantor shall take all steps reasonably necessary or required to grant Collateral Agent control of all electronic Chattel Paper in accordance with the Code and all "transferable records" as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction, to the extent that the aggregate value or face amount of such electronic Chattel Paper equals or exceeds \$500,000; and

(ii) If any Grantor retains possession of any Chattel Paper or instruments (which retention of possession shall be subject to the extent permitted hereby and by the Credit Agreement), promptly upon the reasonable request in writing by the Collateral Agent (and in any event within five Business Days of such request, or such longer period agreed to by the Collateral Agent), such Chattel Paper and instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the U.S. Security Interest of Cortland Capital Market Services LLC, as the Collateral Agent for the benefit of the Secured Parties"; provided, that

Grantors shall have no obligation to comply with this Section 7(b)(ii) until the aggregate value of Chattel Paper or instruments in which Grantors have an interest exceeds \$500,000.

(c) Control Agreements.

(i) Each Grantor shall obtain an authenticated Control Agreement (which may include a Controlled Account Agreement), from each bank maintaining a Deposit Account or Securities Account for such Grantor other than any Excluded Account (provided, with respect to any Excluded Account which subsequently fails to qualify as an Excluded Account, the applicable Grantor shall obtain an authenticated Control Agreement with respect to such Deposit Account or Securities Account within thirty (30) days of such Excluded Account failing to so qualify); and

(ii) Each Grantor shall obtain an authenticated Control Agreement, from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets, commodities, or other Investment Property to or for any Grantor, or maintaining a Securities Account for such Grantor other than any Excluded Account (provided, with respect to any Excluded Account no longer qualifying as an Excluded Account, the applicable Grantor shall obtain an authenticated Control Agreement with respect to such Securities Account within thirty (30) days of such Excluded Account failing to so qualify).

(d) Letter-of-Credit Rights. If the Grantors (or any of them) are or become the beneficiary of letters of credit having a face amount or value of \$500,000 or more in the aggregate, then the applicable Grantor or Grantors shall promptly (and in any event within five Business Days after becoming a beneficiary, or such longer period agreed to by the Collateral Agent in writing), notify Collateral Agent thereof in writing and, promptly (and in any event within five Business Days, or such longer period agreed to by the Collateral Agent in writing) after written request by the Collateral Agent, use commercially reasonable efforts to enter into a tri-party agreement with the Collateral Agent and the issuer or confirming bank with respect to letter-of-credit rights assigning such letter-of-credit rights to the Collateral Agent and directing all payments thereunder to the Collateral Agent's Account, all in form and substance reasonably satisfactory to the Collateral Agent.

(e) Commercial Tort Claims. If the Grantors (or any of them) obtain Commercial Tort Claims having a value, or involving an asserted claim, in the amount of \$500,000 or more in the aggregate for all Commercial Tort Claims, then the applicable Grantor or Grantors shall promptly (and in any event within five Business Days of obtaining such Commercial Tort Claim, or such longer period agreed to by the Collateral Agent in writing), notify Collateral Agent in writing upon incurring or otherwise obtaining such Commercial Tort Claims and, promptly (and in any event within five Business Days, or such longer period agreed to by the Collateral Agent in writing) after written request by the Collateral Agent, amend Schedule 1 to describe such Commercial Tort Claims in a manner that reasonably identifies such Commercial Tort Claims and which is otherwise reasonably satisfactory to the Collateral Agent, and hereby authorizes the filing of additional financing statements or amendments to existing financing statements describing such Commercial Tort Claims, and agrees to do such other acts or things reasonably deemed necessary or desirable by the Collateral Agent to give Collateral Agent a second priority, perfected security interest in any such Commercial Tort Claim.

(f) Government Contracts. Other than Accounts and Chattel Paper the aggregate value of which does not at any one time exceed \$500,000, if any Account or Chattel Paper arises out of a contract or contracts with the United States of America or any department, agency, or instrumentality thereof, Grantors shall promptly (and in any event within five Business Days of the creation thereof, or such longer period agreed to by the Collateral Agent in writing) notify Collateral Agent thereof in writing and, promptly (and in any event within five Business Days, or such longer period agreed to by the

Collateral Agent in writing) after written request by the Collateral Agent, execute any instruments or use commercially reasonable efforts to take any steps reasonably required by the Collateral Agent in order that all moneys due or to become due under such contract or contracts shall be assigned to the Collateral Agent, for the benefit of the Secured Parties, and shall provide written notice thereof under the Assignment of Claims Act or other applicable law.

(g) Intellectual Property.

(i) Upon the request of the Collateral Agent, in order to facilitate filings with the PTO and the United States Copyright Office, each Grantor shall execute and deliver to the Collateral Agent one or more Copyright Security Agreements, Trademark Security Agreements, or Patent Security Agreements to further evidence Collateral Agent's Lien on such Grantor's United States issued or filed Patents, registered or filed Trademarks (other than any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), a Trademark Security Agreement shall be delivered for such intent-to-use trademark application), or registered or filed Copyrights, and the General Intangibles of such Grantor relating thereto or represented thereby;

(ii) Each Grantor shall protect and diligently enforce and defend at such Grantor's expense its Intellectual Property, including, where necessary in such Grantor's reasonable business judgment, (A) to diligently enforce and defend, including, where reasonable, promptly suing for infringement, misappropriation, or dilution and to diligently attempt to recover any and all damages for any known infringement, misappropriation, or dilution of any Trademark, Patent, or Copyright, and filing for opposition, interference, and cancellation against any known and conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, (D) to take all reasonable and necessary action to preserve and maintain the validity and enforceability of all of such Grantor's Trademarks, Patents, Copyrights, IP Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of non-contestability, and (E) to require all employees, consultants, and contractors of each Grantor who are involved in the creation or development of any such Intellectual Property to sign agreements containing a present tense assignment of Intellectual Property rights and obligations of confidentiality. Each Grantor further agrees not to abandon any Intellectual Property or IP License that, in such Grantor's reasonable business judgment, is material to the conduct of such Grantor's business (taken as a whole). Each Grantor hereby agrees to take the steps described in this Section 7(g)(ii) with respect to all newly developed or acquired Intellectual Property to which it is now or later becomes entitled that is necessary in or material to the conduct of such Grantor's business (taken as a whole);

(iii) Grantors acknowledge and agree that the Secured Parties shall have no duties with respect to any Intellectual Property or IP Licenses of any Grantor. Without limiting the generality of this Section 7(g)(iii), Grantors acknowledge and agree that none of the Secured Parties shall be under any obligation to take any steps necessary to preserve rights in the U.S. Collateral consisting of Intellectual Property or IP Licenses against any other Person, but any Secured Party may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of Borrower;

(iv) On each date that the delivery of a Covenant Compliance Certificate is required to be delivered pursuant to Section 5.01 of the Credit Agreement in respect of a fiscal quarter (or, if an Event of Default has occurred and is continuing, more frequently as requested by the Collateral Agent), each Grantor shall deliver to the Collateral Agent an IP Reporting Certificate which shall include a list in form reasonably satisfactory to the Collateral Agent identifying all of its registered Copyrights and applications to register Copyrights in proprietary software, whether created or acquired before, on, or after the Closing Date, and a certification, signed by an officer of such Grantor, certifying that such list identifies all of its Copyrights registered with and applications to register Copyrights with the United States Copyright Office. Each Grantor shall continue to register or not register, as the case may be, its Copyrights in accordance with its historical practices as they existed as of the Closing Date excluding historical practices mandated by prior financing transactions. If an Event of Default has occurred and is continuing, and if requested by the Collateral Agent, each Grantor shall (A) file applications to register Copyrights in proprietary software of Grantor and take any and all other actions necessary to register or record a transfer of ownership, as applicable, to such Grantor on an expedited basis (if expedited processing is available in accordance with the applicable regulations and procedures of the United States Copyright Office and any similar office of any other jurisdiction in which Copyrights are used) each of such Copyrights and identifying such Grantor as the sole claimant thereof in a manner sufficient to claim in the public record (or as a co-claimant thereof, if such is the case) such Grantor's ownership or co-ownership thereof, and (B) cause to be prepared, executed, and delivered to the Collateral Agent, with sufficient time to permit Collateral Agent to record no later than three Business Days following the date of filing of application for registration of or recordation of transfer of ownership (or such later date as the Collateral Agent may agree to in writing), as applicable, to the applicable Grantor of such Copyrights, (1) a Copyright Security Agreement or supplemental schedules to the Copyright Security Agreement reflecting the security interest of the Collateral Agent in such Copyrights, which supplemental schedules shall be in form and content suitable for recordation with the United States Copyright Office (or any similar office of any other jurisdiction in which Copyrights are used), and (2) any other documentation as the Collateral Agent reasonably deems necessary and requests in order to perfect and continue perfected Collateral Agent's Liens on such Copyrights following such recordation;

(v) On each date on which a Covenant Compliance Certificate is required to be delivered by Borrower pursuant to Section 5.01 of the Credit Agreement in respect of a fiscal quarter (or, if an Event of Default has occurred and is continuing, more frequently as requested by the Collateral Agent) (but without duplication of any notice required by Section 7(g)(iv)), each Grantor shall deliver to the Collateral Agent an IP Reporting Certificate which shall include a list of all new Copyrights (to the extent not already covered in Section 7(g)(iv) above), Patents and Trademarks that are registered or the subject of pending applications for registrations, and of all IP Licenses that are material to the conduct of such Grantor's business, in each case, which were acquired, executed, registered, or for which applications for registration were filed by any Grantor during the prior period and noting any statement of use or amendment to allege use with respect to intent-to-use trademark applications. In the case of such registrations or applications therefor, which were acquired by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such acquired Intellectual Property. In each of the foregoing cases, the applicable Grantor shall promptly cause to be prepared, executed, and delivered to the Collateral Agent supplemental schedules to the applicable Loan Documents to identify such Patent, Trademark and Copyright registrations and applications therefor (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and IP Licenses as being subject to the security interests created thereunder;

(vi) Anything to the contrary in this Agreement notwithstanding, in no event shall any Grantor, either itself or through any agent, employee, licensee, or designee, file an

application for the registration of any Copyright with the United States Copyright Office or any similar office or agency in another country without giving Collateral Agent written notice thereof at least three Business Days prior to such filing and complying with Section 7(g)(i). Upon receipt from the United States Copyright Office of notice of registration of any Copyright, each Grantor shall promptly (but in no event later than ten days following such receipt) notify (but without duplication of any notice required by Section 7(g)(iv) or Section 7(g)(v)) Collateral Agent in writing of such registration by delivering, or causing to be delivered, to the Collateral Agent, documentation sufficient for the Collateral Agent to perfect Collateral Agent's Liens on such Copyright. If any Grantor acquires from any Person any Copyright registered with the United States Copyright Office or an application to register any Copyright with the United States Copyright Office, such Grantor shall promptly (but in no event later than ten days following such acquisition) notify Collateral Agent in writing of such acquisition and deliver, or cause to be delivered, to the Collateral Agent, documentation sufficient for the Collateral Agent to perfect Collateral Agent's Liens on such Copyright. In the case of such Copyright registrations or applications therefor which were acquired by any Grantor, each such Grantor shall promptly (but in no event later than ten days following such acquisition) file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Copyrights;

(vii) Each Grantor shall take all reasonable steps and any steps reasonably requested or required by the Collateral Agent, to maintain the confidentiality of, and otherwise protect and enforce its rights in, the Intellectual Property that is necessary in or material to the conduct of such Grantor's business (taken as a whole), including, as applicable (A) protecting the secrecy and confidentiality of its material confidential information and material trade secrets by having and enforcing a policy requiring all employees, consultants, licensees, vendors, contractors and other third parties with access to such information to execute appropriate confidentiality agreements; (B) taking actions reasonably necessary or required to ensure that no trade secret falls into the public domain; and (C) protecting the secrecy and confidentiality of the source code of all material software of which it is the owner or licensee by having and enforcing a policy requiring any licensees (or sublicensees) of such software components to enter into license agreements with commercially reasonable use and non-disclosure restrictions; and

(viii) No Grantor shall incorporate into any proprietary software licensed or distributed by such Grantor that is material to generating revenue for such Grantor any third-party code that is licensed pursuant to any open source software license (including any version of GNU Public License, Lesser GNU Public License, or Mozilla Public License or any other similar license), in a manner that would require the disclosing, licensing, or distribution of any source code for any portion of the proprietary software that is licensed or distributed by any Grantor; and furthermore should any Grantor discover that any such proprietary software as it existed on the Closing Date incorporated any such open source software in such a manner, such Grantor shall promptly notify Collateral Agent thereof in writing and use commercially reasonable efforts to remediate the same as promptly as possible, including where appropriate by removing such open source software code from such Grantor's proprietary software or obtaining a permissive license for such open source software code.

(h) Investment Property.

(i) If any Grantor shall acquire, obtain, receive or become entitled to receive any Pledged Interests after the Closing Date, it shall within five Business Days of receipt or entitlement to receipt of such Pledged Interest deliver to the Collateral Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests, together with, as applicable, certificates representing such Pledged Interests and duly executed transfer powers, executed in blank;

(ii) Upon the occurrence and during the continuance of an Event of Default, following the written request of the Collateral Agent, all sums of money and property paid or distributed in respect of the Investment Property that are received by any Grantor shall be held by the Grantors in trust for the benefit of the Collateral Agent segregated from such Grantor's other property, and such Grantor shall deliver it forthwith to the Collateral Agent in the exact form received; provided, that the provisions of this Section 6(h)(ii) shall not apply with respect to any payment or distribution of money or property from any Subsidiary of Holdings to any other Loan Party to the extent permitted under the Credit Agreement or any other Loan Document so long as such money or property is thereafter subject to the U.S. Security Interest;

(iii) Each Grantor shall promptly deliver to the Collateral Agent a copy of each material written notice or other material written communication received by it in respect of any Pledged Interests;

(iv) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests which would materially adversely affect either the rights of the Collateral Agent and the other members of the Lenders Group pursuant to the Loan Documents or the value of the Pledged Interests, or that would result in a violation of any provision of the Credit Agreement or any other Loan Document;

(v) Each Grantor agrees that it will cooperate with the Collateral Agent in obtaining all necessary approvals and making all necessary filings under federal, state, local, or foreign law to effect the perfection of the U.S. Security Interest on the Investment Property or, after an Event of Default has occurred and is continuing and following receipt of notice pursuant to Section 16, to effect any sale or transfer thereof; and

(vi) As to all limited liability company or partnership interests owned by such Grantor and issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) do not and will not constitute investment company securities, and (C) are not and will not be held by such Grantor in a securities account that is not subject to a Control Agreement. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement provides or shall provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

(i) Material Companies.

(i) Each Material Company shall become a Guarantor hereunder as and when required under the Credit Agreement or this Agreement, as applicable.

(ii) No Material Company may be removed as a Guarantor without the prior written consent of the Required Lender.

(j) Transfers and Other Liens. Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the U.S. Collateral, except as expressly permitted by the Credit Agreement or other Loan Documents, or (ii) create or permit to exist any Lien upon or with respect to any of the U.S. Collateral of any Grantor, except for Permitted

Liens. The inclusion of U.S. Proceeds in the U.S. Collateral shall not be deemed to constitute Collateral Agent's consent to any sale or other disposition of any of the U.S. Collateral except as expressly permitted in this Agreement or the other Loan Documents.

(k) Controlled Accounts; Controlled Investments.

(i) Each Grantor shall establish and maintain cash management services of a type and on terms reasonably satisfactory to the Collateral Agent at one or more Acceptable Banks, solely in one of the of the jurisdictions set forth on Annex 2, and shall take reasonable steps to ensure that all of each Grantor's and its Subsidiaries' Deposit Accounts, Securities Accounts, lockbox accounts, pledge accounts or any similar deposit or securities accounts, other than Excluded Accounts (each, a "Controlled Account") are maintained at banks located in such jurisdictions and identified on Schedule 10 (each, a "Controlled Account Bank");

(ii) Each Grantor shall establish and maintain Controlled Account Agreements with the Collateral Agent and the applicable Controlled Account Bank, in form and substance reasonably acceptable to the Collateral Agent. Each such Controlled Account Agreement shall provide, among other things (unless Collateral Agent agrees otherwise (acting at the direction of the Required Lenders)), that (A) the Controlled Account Bank will comply with any Activation Instructions (as defined below) originated by the Collateral Agent directing the disposition of the funds in such Controlled Account without further consent by the applicable Grantor, (B) the Controlled Account Bank waives, subordinates, or agrees not to exercise any rights of setoff or recoupment or any other claim against the applicable Controlled Account other than for payment of its service fees and other charges directly related to the administration of such Controlled Account and for returned checks or other items of payment, and (C) upon the instruction of the Collateral Agent (an "Activation Instruction"), the Controlled Account Bank will forward by daily sweep all amounts in the applicable Controlled Account to the Collateral Agent's Account. The Collateral Agent agrees not to issue an Activation Instruction with respect to the Controlled Accounts unless an Event of Default has occurred and is continuing at the time such Activation Instruction is issued. The Collateral Agent agrees to use commercially reasonable efforts to rescind an Activation Instruction (and in any event, shall deliver a notice to the Controlled Account Bank to rescind such Activation Instruction) (the "Rescission") if: (1) the Event of Default upon which such Activation Instruction was issued has been waived in writing in accordance with the terms of the Credit Agreement, and (2) no additional Event of Default has occurred and is continuing prior to the date of the Rescission or is reasonably expected to occur on or immediately after the date of the Rescission; provided, that each Grantor acknowledges and agrees that Collateral Agent shall have no liability to such Grantor if the Controlled Account Bank fails or refuses to comply with such Rescission sent to the Controlled Account Bank by the Collateral Agent;

(iii) So long as no Default or Event of Default has occurred and is continuing, Borrower may amend Schedule 10 to add or replace a Controlled Account Bank or Controlled Account and shall upon such addition or replacement provide to the Collateral Agent an amended Schedule 10; provided, that (A) such prospective Controlled Account Bank shall be an Acceptable Bank, and (B) prior to the time of the opening of such Controlled Account, the applicable Grantor and such prospective Controlled Account Bank shall have executed and delivered to the Collateral Agent a Controlled Account Agreement. Each Grantor shall close any of its Controlled Accounts (and establish replacement Controlled Account accounts in accordance with the foregoing sentence) as promptly as practicable and in any event within 30 days (or such later date as the Collateral Agent may agree in writing) after notice from Collateral Agent that the operating performance, funds transfer, or availability procedures or performance of the Controlled Account Bank with respect to Controlled Account Accounts or the Collateral Agent's liability under any Controlled Account Agreement with such Controlled Account Bank is no longer acceptable in Collateral Agent's reasonable judgment.

(l) Name, Etc. No Grantor will change its name, chief executive office, organizational identification number, jurisdiction of organization or organizational identity; provided, that any Grantor may change its name or chief executive office upon at least ten days prior written notice (or such shorter period as agreed to by the Collateral Agent in writing) to the Collateral Agent of such change.

8. Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

(a) Credit Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control.

(b) Patent, Trademark, Copyright Security Agreements. The provisions of the Copyright Security Agreements, Trademark Security Agreements, and Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Copyright Security Agreements, Trademark Security Agreements, or the Patent Security Agreements shall limit any of the rights or remedies of the Collateral Agent hereunder. In the event of any conflict between any provision in this Agreement and a provision in a Copyright Security Agreement, Trademark Security Agreement or Patent Security Agreement, such provision of this Agreement shall control.

9. Further Assurances.

(a) Subject to the limitations in this Agreement and the other Loan Documents, including the Agreed Security Principles, each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be required by this Agreement or any other Loan Document or that Collateral Agent may request in writing in accordance with the terms of the Credit Agreement, in order to perfect and protect any U.S. Security Interest granted hereby, to create, perfect or protect any U.S. Security Interest purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any of the U.S. Collateral.

(b) Each Grantor authorizes the filing by the Collateral Agent (or its designee) of financing or continuation statements, or amendments thereto, and such Grantor will execute and deliver to the Collateral Agent such other instruments or notices, as the Collateral Agent may reasonably request in writing, in order to perfect and preserve the U.S. Security Interest granted or purported to be granted hereby.

(c) Each Grantor authorizes Collateral Agent (or its designee) at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments (i) describing the U.S. Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the U.S. Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the Code for sufficiency or filing office acceptance. Each Grantor also hereby ratifies any and all financing statements or amendments as to which such Grantor has been notified in writing were filed by the Collateral Agent (or its designee) in any jurisdiction.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of the Collateral Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the Code.

(e) Each Grantor, by executing this Agreement, acknowledges and agrees to be bound by Section 2.23 and Section 2.26 of the Credit Agreement, *mutatis mutandis*.

10. Collateral Agent's Right to Perform Contracts, Exercise Rights, etc. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent (or its designee) (a) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could, (b) shall have the right (subject to Section 17(b)) to use any Grantor's rights under IP Licenses, as such license permits, in connection with the enforcement of the Collateral Agent's rights hereunder, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses, and (c) shall, upon notice to Grantors of the Collateral Agent's election to exercise such rights pursuant to Section 16, have the right to request that any Equity Interests that are pledged hereunder be registered in the name of the Collateral Agent or any of its nominees.

11. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints (until termination of this Agreement in accordance with Section 24) the Collateral Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement, to take any action and to execute any instrument which the Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts or any other U.S. Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of the Collateral Agent;

(c) to receive, indorse, and collect any drafts or other instruments, documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary for the collection of any of the U.S. Collateral of such Grantor or otherwise to enforce the rights of the Collateral Agent with respect to any of the U.S. Collateral;

(e) to repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor;

(f) to use any Intellectual Property or IP Licenses of such Grantor, including but not limited to any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, or advertising materials, consistent with the terms of Section 17(b), in preparing for sale, advertising for sale, or selling Inventory or other U.S. Collateral and to collect any amounts due under Accounts, contracts or Negotiable Collateral of such Grantor; and

(g) The Collateral Agent, on behalf of the Secured Parties, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and IP Licenses and, if the Collateral Agent shall commence any such suit, the appropriate Grantor shall, at the written request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Collateral Agent in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated.

In addition the abovementioned power of attorney and the faculties included in the present Section shall, if so requested by the Collateral Agent in its discretion, be formalized as a Spanish Public Document in order to be a valid and enforceable power of attorney under Spanish law.

12. Collateral Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Collateral Agent incurred in connection therewith shall be payable, jointly and severally, by Grantors in accordance with the Credit Agreement.

13. The Collateral Agent's Duties. The powers conferred on the Collateral Agent hereunder are solely to protect Collateral Agent's interest in the U.S. Collateral, for the benefit of the Secured Parties, and shall not impose any duty upon the Collateral Agent to exercise any such powers. Except for the safe custody of any U.S. Collateral in its actual possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any U.S. Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any U.S. Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any U.S. Collateral in its actual possession if such U.S. Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property.

14. Collection of Accounts, General Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuance of an Event of Default, the Collateral Agent or the Collateral Agent's designee may (a) notify Account Debtors of any Grantor that the Accounts, General Intangibles, Chattel Paper or Negotiable Collateral of such Grantor have been assigned to the Collateral Agent, for the benefit of the Secured Parties, or that Collateral Agent has a security interest therein, and (b) collect the Accounts, General Intangibles and Negotiable Collateral of any Grantor directly, and any collection costs and expenses shall constitute part of such Grantor's Secured U.S. Obligations under the Loan Documents.

15. Disposition of Pledged Interests by the Collateral Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof after an Event of Default has occurred and is continuing may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, the Collateral Agent may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if the Collateral Agent shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, the Collateral Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof; and (b) such reliance shall be conclusive evidence that Collateral Agent has handled the disposition in a commercially reasonable manner.

16. Voting and Other Rights in Respect of Pledged Interests.

(a) Upon the occurrence and during the continuation of an Event of Default, (i) Collateral Agent may, at its option (acting at the direction of the Required Lenders), and in addition to all rights and remedies available to the Collateral Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, or any other ownership or consensual rights (including any dividend or distribution rights) in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Collateral Agent obligated by the terms of this Agreement to exercise such rights, and (ii) if the Collateral Agent duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Collateral Agent, such Grantor's true and lawful attorney-in-fact and IRREVOCABLE PROXY to vote such Pledged Interests in any manner the Collateral Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable until payment in full of the Obligations in accordance with the Credit Agreement.

(b) For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not, without the prior written consent of the Collateral Agent, vote or take any consensual action with respect to such Pledged Interests which would materially adversely affect the rights of the Collateral Agent or any Secured Party, or the value of the Pledged Interests.

17. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) The Collateral Agent may, and, at the instruction of the Required Lenders, shall exercise in respect of the U.S. Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the Code or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, the Collateral Agent without demand of performance or other demand, advertisement or notice of any kind (except a notice specified (i) below of time and place of public or private sale, or (ii) by Section 16(a)) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), may take immediate possession of all or any portion of the U.S. Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of the Collateral Agent forthwith, assemble all or part of the U.S. Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the U.S. Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit, and upon such other terms as the Collateral Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notification of sale shall be required by law, at least ten days prior notification by mail to the applicable Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notification shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the Code. The Collateral Agent shall not be obligated to make any sale of U.S. Collateral regardless of notification of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that (A) the internet shall constitute a "place" for purposes of Section 9-610(b) of the Code and (B) to the extent notification of sale shall be required by law, notification by mail of the URL where a sale will occur and the time when a sale will commence at least ten days prior to the sale shall constitute a reasonable notification for purposes of Section 9-611(b) of the Code. Each Grantor agrees that any sale of U.S. Collateral to a licensor pursuant to the terms of a

license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 9-610 of the Code.

(b) The Collateral Agent is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor's Intellectual Property, including but not limited to, any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, and advertising materials, whether owned by any Grantor or with respect to which any Grantor has rights under license, sublicense, or other agreements (including any IP License) (but only to the extent (i) such license, sublicense or agreement does not prohibit such use by the Collateral Agent, and (ii) such Grantor will not be in default under such license, sublicense, or other agreement as a result of such use by the Collateral Agent), as it pertains to the U.S. Collateral, in preparing for sale, advertising for sale and selling any U.S. Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of the Collateral Agent.

(c) The Collateral Agent may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Grantor or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), (i) with respect to any Grantor's Deposit Accounts in which the Collateral Agent's Liens are perfected by control under Section 9-104 of the Code, instruct the bank maintaining such Deposit Account for the applicable Grantor to pay the balance of such Deposit Account to or for the benefit of the Collateral Agent, and (ii) with respect to any Grantor's Securities Accounts in which the Collateral Agent's Liens are perfected by control under Section 9-106 of the Code, instruct the securities intermediary maintaining such Securities Account for the applicable Grantor to (A) transfer any cash in such Securities Account to or for the benefit of the Collateral Agent, or (B) liquidate any financial assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of the Collateral Agent, in each case, to be applied against the Secured U.S. Obligations in the order set forth in the Credit Agreement.

(d) Any cash held by the Collateral Agent as U.S. Collateral and all cash proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the U.S. Collateral shall be applied against the Secured U.S. Obligations in the order set forth in the Credit Agreement. In the event the proceeds of U.S. Collateral are insufficient to satisfy all of the Secured U.S. Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(e) Each Grantor hereby acknowledges that the Secured U.S. Obligations arise out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing Collateral Agent shall have the right to an immediate writ of possession without notice of a hearing. The Collateral Agent shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by the Collateral Agent.

18. Belgian Law Aspects. Each Secured Party:

(i) appoints the Collateral Agent as its representative in accordance with (i) Article 5 of the Belgian Act of 15 December 2004 on financial collateral arrangements and several tax dispositions in relation to security collateral arrangements and loans of financial instruments; and (ii) Article 3 of Book III, Title XVII of the Belgian Civil Code, which appointment is hereby accepted; and

(ii) agrees that the Collateral Agent shall not be severally and jointly liable with the Secured Parties.

19. Remedies Cumulative. Each right, power, and remedy of the Administrative Agent, the Collateral Agent or any Secured Party as provided for in this Agreement and the other Loan Documents now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement and the other Loan Documents now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Administrative Agent, the Collateral Agent or any Secured Party, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by the Administrative Agent, the Collateral Agent or such Secured Party of any or all such other rights, powers, or remedies.

20. Marshaling. The Collateral Agent shall not be required to marshal any present or future collateral security (including but not limited to the U.S. Collateral) for, or other assurances of payment of, the Secured U.S. Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured U.S. Obligations or under which any of the Secured U.S. Obligations is outstanding or by which any of the Secured U.S. Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

21. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify the Administrative Agent, the Collateral Agent and each other Secured Party from and against all claims, lawsuits and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Agreement (including enforcement of this Agreement) or any other Loan Document to which such Grantor is a party in accordance with and to the extent set forth in Section 9.03(b) of the Credit Agreement. This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured U.S. Obligations.

(b) The Grantors shall pay (i) all out-of-pocket expenses properly incurred by the Administrative Agent, the Collateral Agent and their respective Affiliates (including fees, charges and disbursements of counsel for the Administrative Agent and the Collateral Agent, and any consultants, advisors or other third party agents thereof), in connection with the preparation, negotiation, execution, notarization, delivery, registering in any relevant registry and administration of this Agreement and the other Loan Documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Administrative Agent, the Collateral Agent or any Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent or any Lender and any consultants, advisors or other third party agents thereof) in connection with the enforcement or protection of its rights (including notarial fees, judicial fees (*procurador*) - even if their intervention is not mandatory - court costs and sworn translation costs) in connection with this Agreement and the other Loan Documents, including its rights under this Section.

22. Merger, Amendments; Etc. THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND

MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Collateral Agent and each Grantor to which such amendment applies.

23. Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to the Collateral Agent at its address specified in the Credit Agreement, and to any of the Grantors at their respective addresses specified in the Credit Agreement, as applicable, or, as to any party, at such other address as shall be designated by such party in a written notice to the other party.

24. Continuing Security Interest: Assignments under Credit Agreement.

(a) This Agreement shall create a continuing security interest in the U.S. Collateral and shall (i) remain in full force and effect until the U.S. Obligations have been paid in full in accordance with the provisions of the Credit Agreement, (ii) be binding upon each Grantor, and their respective successors and assigns, and (iii) inure to the benefit of, and be enforceable by, the Collateral Agent, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. Upon payment in full of the Secured U.S. Obligations in accordance with the provisions of the Credit Agreement, the Guaranties made and the U.S. Security Interests granted hereby shall automatically terminate and all rights to the U.S. Collateral shall revert to Grantors or any other Person entitled thereto. Upon the consummation of any sale of U.S. Collateral to any third party pursuant to a transaction permitted by the Credit Agreement or the Loan Documents, the U.S. Security Interests granted hereby with respect to such U.S. Collateral shall automatically terminate (but shall attach to the U.S. Proceeds or products thereof) and the Collateral Agent shall at the request and at the expense of the applicable Grantor, provide evidence of such termination. Upon the occurrence of any events specified in the preceding two sentences, upon Borrower's request, the Collateral Agent will authorize the filing of appropriate termination statements to terminate such U.S. Security Interest and will execute such release or any other documents necessary to terminate such U.S. Security Interest, provided, that no Material Company may be released hereunder without the prior written consent of the Required Lenders. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Credit Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to the Collateral Agent nor any loans made by any Lender to Borrower, nor the taking of further security, nor the retaking or re-delivery of the U.S. Collateral to Grantors, or any of them, by the Collateral Agent, nor any Secured Party, shall release any Grantor from any obligation, except a release or discharge executed in writing by the Collateral Agent in accordance with the provisions of the Credit Agreement or a release pursuant to the terms and conditions of this Section 24. The Collateral Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by the Collateral Agent and then only to the extent therein set forth. A waiver by the Collateral Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which the Collateral Agent would otherwise have had on any other occasion.

(b) If any Secured Party repays, refunds, restores, or returns in whole or in part, any payment or property (including any proceeds of U.S. Collateral) previously paid or transferred to such Secured Party in full or partial satisfaction of any Secured U.S. Obligation or on account of any other obligation of any Loan Party under any Loan Document, because the payment, transfer, or the incurrence of the obligation so satisfied is asserted or declared to be void, voidable, or otherwise recoverable under any law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent transfers, preferences, or other voidable or recoverable obligations or transfers (each, a "Voidable Transfer"), or because such Secured Party elects to do so on the reasonable advice of its counsel in connection with a claim that the payment, transfer, or incurrence is or may be a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that such Secured Party elects to repay, restore, or return (including pursuant to a settlement of any claim in respect thereof), and as to all reasonable costs, expenses, and attorneys' fees of such Secured Party related thereto, (i) the liability of the Loan Parties with respect to the amount or property paid, refunded, restored, or returned will automatically and immediately be revived, reinstated, and restored and will exist and (ii) Collateral Agent's Liens securing such liability shall be effective, revived, and remain in full force and effect, in each case, as fully as if such Voidable Transfer had never been made. If, prior to any of the foregoing, (A) Collateral Agent's Liens shall have been released or terminated or (B) any provision of this Agreement shall have been terminated, cancelled, or surrendered, the Collateral Agent's Liens, or such provision of this Agreement, shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligation of such Loan Party in respect of such liability or any U.S. Collateral securing such liability.

25. Survival. All representations and warranties made by the Grantors in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Administrative Agent, Collateral Agent or any Secured Party may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid.

26. Governing Law; Jurisdiction; Waiver of Jury Trial; Etc. The terms of Section 9.09 and Section 9.10 of the Credit Agreement are incorporated herein *mutatis mutandis*. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 23. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law. Each Loan Party party hereto that is not formed or incorporated under the laws of the United States or any State or territory thereof hereby appoints Borrower as its agent for service of process hereunder in the manner provided for notices in Section 23.

27. New or No Longer Immaterial Subsidiaries. Pursuant to Section 5.22 of the Credit Agreement, each Subsidiary that is a Material Company (other than any Excluded Subsidiary) (whether by acquisition, creation or upon qualifying as a Material Company) of any Grantor is required to enter into this Agreement by executing and delivering in favor of the Collateral Agent a Joinder to this Agreement in substantially the form of Annex 1 (it being understood that upon any such Subsidiary of any Grantor qualifying as a Material Company that did not previously qualify as a Material Company, such Subsidiary shall have ten (10) Business Days from the date such Subsidiary qualifies as a Material Company to enter into this Agreement by executing and delivering in favor of the Collateral Agent a Joinder to this Agreement in substantially the form of Annex 1). Upon the execution and delivery of Annex 1 by any such Subsidiary, such Subsidiary shall become a Guarantor and Grantor hereunder with

the same force and effect as if originally named as a Guarantor and Grantor herein. The execution and delivery of any instrument adding an additional Guarantor or Grantor as a party to this Agreement shall not require the consent of any other Guarantor or Grantor hereunder. The rights and obligations of each Guarantor and Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor or Grantor hereunder.

28. Collateral Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the “the Collateral Agent” shall be a reference to the Collateral Agent, for the benefit of the Secured Parties.

29. Subordination Agreement.

(a) Notwithstanding anything herein to the contrary, the Liens and the U.S. Security Interest granted to the Collateral Agent under this Agreement and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Loan Document are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor agreement and this Agreement or any other Loan Document, the terms of the ABL Intercreditor Agreement shall govern and control.

(b) In accordance with the terms of the ABL Intercreditor Agreement, all ABL Priority Collateral delivered to the ABL Agent shall be held by the ABL Agent as gratuitous bailee for the Secured Parties solely for the purpose of perfecting the security interest granted under this Agreement. Notwithstanding anything herein to the contrary, prior to the Discharge of ABL Debt (as defined in the ABL Intercreditor Agreement), to the extent any Grantor is required hereunder to deliver ABL Priority Collateral to the Collateral Agent and is unable to do so as a result of having previously delivered such ABL Priority Collateral to the ABL Agent in accordance with the terms of the ABL Loan Documents, such Grantor’s obligations hereunder with respect to such delivery shall be deemed satisfied by the delivery to the ABL Agent, acting as gratuitous bailee of the Collateral Agent.

(c) Furthermore, at all times prior to the Discharge of ABL Debt (as defined in the ABL Intercreditor Agreement), the Collateral Agent is authorized by the parties hereto to effect transfers of ABL Priority Collateral at any time in its possession (and any “control” or similar agreements with respect to ABL Priority Collateral) to the ABL Agent.

(d) Notwithstanding anything to the contrary herein but subject to the ABL Intercreditor Agreement, in the event the ABL Loan Documents provide for the grant of a security interest or pledge over the assets of any Grantor and such assets do not otherwise constitute U.S. Collateral under this Agreement or any other Loan Document, such Grantor shall (i) promptly grant a security interest in or pledge such assets to secure the Secured U.S. Obligations, (ii) promptly take any actions necessary to perfect such security interest or pledge to the extent set forth herein and in the ABL Loan Documents and (iii) take all other steps reasonably requested by the Collateral Agent in connection with the foregoing.

(e) Nothing contained in the ABL Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement, which, as among the Grantors and the Collateral Agent shall remain in full force and effect in accordance with its terms.

(f) Terms used in this Section 29 and not otherwise defined herein shall have the meanings given to such terms in the ABL Intercreditor Agreement.

30. Intercreditor Agreement.

(a) Notwithstanding anything herein to the contrary, the Liens and the U.S. Security Interest granted to the Collateral Agent under this Agreement and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any other Collateral Document (other than the ABL Intercreditor Agreement), the terms of the Term Intercreditor Agreement shall govern and control.

(b) Notwithstanding anything to the contrary herein but subject to the Term Intercreditor Agreement, in the event the Second Lien Loan Documents provide for the grant of a security interest or pledge over the assets of any Grantor and such assets do not otherwise constitute U.S. Collateral under this Agreement or any other Loan Document, such Grantor shall (i) promptly grant a security interest in or pledge such assets to secure the Secured U.S. Obligations, (ii) promptly take any actions necessary to perfect such security interest or pledge to the extent set forth herein and in the Second Lien Loan Documents and (iii) take all other steps reasonably requested by the Collateral Agent in connection with the foregoing.

(c) Nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement, which, as among the Grantors and the Collateral Agent shall remain in full force and effect in accordance with its terms.

(d) Terms used in this Section 30 and not otherwise defined herein shall have the meanings given to such terms in the Intercreditor Agreement.

31. Miscellaneous.

(a) This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to the other Loan Documents *mutatis mutandis*.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(c) Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

(d) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any Secured Party or any Grantor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the

ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

(e) Spanish Particularities on Enforcement Proceedings.

(i) This Agreement and any amendment or joinder or accession agreement hereto or any other Loan Document entered into by a Spanish Guarantor shall, if so requested by the Administrative Agent in its discretion, be formalized as a Spanish Public Document so as to be granted the status of a Spanish Public Document for the purposes contemplated in Article 517 numbers 4 and 5 of the Spanish Civil Procedure Law.

(ii) For purposes of the provisions of Art. 571 et seq. of the Spanish Civil Procedure Law: (i) the amounts due and payable by any Spanish Guarantor under this Agreement that may be claimed in any executive proceeding brought before any Spanish court shall be those specified in the relevant internal accounts of the Administrative Agent (or relevant Lender, as the case may be) which is opened and maintained in the name of the applicable Spanish Guarantor and on which they will record the amounts owed in concept of principal, ordinary interest, default interest, fees, expenses, additional costs and any other amounts that are due by any Spanish Guarantor, as applicable, under this Agreement from time to time so that the balance shown in such accounts represents at all times the total amount owed by such Spanish Guarantor under this Agreement; and at any given time, the Administrative Agent or the applicable Lender will close and settle such account and determine the balance and issue a certificate for enforcement purposes (the "Spanish Certification"); (ii) the Administrative Agent or the applicable Lender may cause the Spanish Certification to be notarized at the sole cost and expense of the applicable Spanish Guarantor; and (iii) the Administrative Agent will be entitled to determine the amounts which are due and payable pursuant to this Agreement and the other Loan Documents in the Spanish Certification.

(iii) In order for the Administrative Agent to exercise an executive action in Spain, the presentation of the following documents shall suffice: (a) an original notarial copy of this Agreement complying with the formalities of Articles 517.2.4º or 517.2.5º of the Spanish Civil Procedure Law, as the case may be; (b) the Spanish Certification reflecting the amounts due and payable by the applicable Spanish Guarantor, together with an extract from the credit and debit entries made by the Administrative Agent (or relevant Lender, as the case may be) in respect of the applicable Spanish Guarantor; (c) a notarial document attesting that the calculation of outstanding amounts set forth in the Spanish Certification; and (d) a notarial certificate evidencing that the applicable Spanish Guarantor, as applicable, has been duly served notice of the amount that is due and payable hereunder.

(iv) Each Spanish Guarantor hereby expressly authorizes the Administrative Agent (and each of the Secured Parties, as appropriate) to request and obtain certificates and documents issued by the notary who has formalized this Agreement as a Spanish Public Document in order to evidence its compliance with the entries of his registry-book and the relevant entry date for the purpose of number 4º and/or 5º (as applicable) of Article 517.2, of the Spanish Civil Procedure Law. The cost of such certificates and documents will be paid and satisfied in accordance with this Agreement.

(v) Finally, for the purposes of article 540.2 of the Spanish Civil Procedure Law, the Spanish Guarantor acknowledges and accepts that, provided that the relevant assignment, transfer or change of Lenders has been made in accordance with the terms of this Agreement, any assignment, transfer or change of Lenders shall be duly and sufficiently evidenced to any Spanish court by means of a certificate issued by the Administrative Agent confirming who the Lenders are in each moment, and therefore, those who are certified as Lenders by the Administrative Agent shall be able to initiate enforcement in Spain through procedimiento ejecutivo without further evidence being required.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

POMEROY SOLUTIONS HOLDING COMPANY, INC.,
a Delaware corporation

By: _____
Name: Nana Baffour
Title: _____

POMEROY GROUP HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Nana Baffour
Title: _____

POMEROY GROUP LLC,
a Delaware limited liability company

By: _____
Name: Nana Baffour
Title: _____

POMEROY IT SOLUTIONS SALES COMPANY, INC.,
a Delaware corporation

By: _____
Name: Nana Baffour
Title: _____

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

EXECUTED as a DEED by

GETRONICS SERVICES UK LIMITED,
a company organized under the laws of the United Kingdom,
acting by:

Director: _____

Name: Nana Baffour-Gyewu

Witness: _____

Name: _____

Address: _____

Occupation: _____

✓

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

GRANTORS:

CONNECTIS ICT SERVICES SPANISH HOLDING, S.L.U.
a company organized under the laws of Spain

By: _____
Name: Gilberto Caparica Neto
Title: _____

GLOBAL ROSETTA, S.L.U.
a company organized under the laws of Spain

By: _____
Name: Gilberto Caparica Neto
Title: _____

CONNECTIS ICT SERVICES, S.A.U.
a company organized under the laws of Spain

By: _____
Name: Gilberto Caparica Neto
Title: _____

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

GRANTOR:

GETRONICS BELGIUM NV,
a company organized under the laws of Belgium

By: _____
Name: Nana Baffour-Gyekwu
Title: _____

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

GRANTOR:

**GETRONICS MAGYARORSZÁG
INFORMATIKAI ÉS KOMMUNIKÁCIÓS
MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK
KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG,**
a company organized under the laws of Hungary

By: 

Name: 

Title: 

✓ Róbert Asanó Kiss

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

GRANTORS:

POMGEN HOLDINGS B.V.,
a company organized under the laws of Netherlands

By: _____
Name: Frank Asante-Kissi
Title: _____

By: _____
Name: _____
Title: _____

DIGITRAN INNOVATIONS B.V.,
a company organized under the laws of Netherlands

By: _____
Name: Nana Baffour-Gyewu
Title: _____

By: _____
Name: Frank Asante-Kissi
Title: _____

GETRONICS GLOBAL SERVICES B.V.,
a company organized under the laws of Netherlands

By: _____
Name: Frank Asante-Kissi
Title: _____

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

GRANTORS:

POMGEN HOLDINGS B.V.,
a company organized under the laws of Netherlands

By: 
Name: Frank Asante-Kissi
Title: 

By: 
Name: Jules de Kom
Title: 

DIGITRAN INNOVATIONS B.V.,
a company organized under the laws of Netherlands

By: 
Name: Nan Baffour-Gyewu
Title: 

By: 
Name: Frank Asante-Kissi
Title: 

GETRONICS GLOBAL SERVICES B.V.,
a company organized under the laws of Netherlands

By: 
Name: Frank Asante-Kissi
Title: 

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

GRANTORS:

POMGEN HOLDINGS B.V.,
a company organized under the laws of Netherlands

By: _____
Name: Frank Asante-Kissi
Title: _____

By: _____
Name: _____
Title: _____

DIGITRAN INNOVATIONS B.V.,
a company organized under the laws of Netherlands

By: _____
Name: Nana Baffour-Gyewu /
Title: _____

By: _____
Name: Frank Asante-Kissi
Title: _____

GETRONICS GLOBAL SERVICES B.V.,
a company organized under the laws of Netherlands

By: _____
Name: Frank Asante-Kissi
Title: _____

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

GRANTORS:

GTN CMC HOLDING B.V.,
a company organized under the laws of Netherlands

By: [REDACTED]
Name: Frank Asante-Kissi
Title: [REDACTED]

GTN SERVICES B.V.,
a company organized under the laws of Netherlands

By: [REDACTED]
Name: Frank Asante-Kissi
Title: [REDACTED]

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

COLLATERAL AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

[REDACTED]

By: _____

Name:

Matthew Trybula

Title:

[REDACTED]

[SIGNATURE PAGE TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT]

SCHEDULE 3

IP LICENSES

LICENSEE	LICENSOR	COUNTRY/STATE	DESCRIPTION
Pomeroy IT Solutions Sales Company, Inc.	Service Solutions	USA/All 50 States	CMS and SIMS – WS02 ESB open source software

SCHEDULE 5

PLEDGED COMPANIES

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
Ohene Holdings B.V.	PomGen Holdings B.V.	100	Ordinary shares	100%	100%	N/A
PomGen Holdings B.V.	DigiTran Innovations B.V.	100	Ordinary shares	100%	100%	N/A
PomGen Holdings B.V.	Pomeroy Solutions Holding Company, Inc.	101	Common shares	100%	100%	2, 3
DigiTran Innovations B.V.	GTN Services B.V.	180	Ordinary shares	100%	100%	N/A
DigiTran Innovations B.V.	GTN CMC Holding B.V.	1	Ordinary shares	100%	100%	N/A
GTN CMC Holding B.V.	Connectis CMC UK Limited	100	Ordinary shares	100%	100%	1
GTN CMC Holding B.V.	Connectis CMC Nederland B.V.	1	Ordinary shares	100%	100%	N/A
GTN CMC Holding B.V.	Connectis CMC Deutschland GmbH	25,000	Ordinary shares	100%	100%	1
GTN CMC Holding B.V.	Connectis CMC Belgium EBVBA	50	Ordinary shares	100%	100%	N/A
GTN Services B.V.	Getronics Global Services B.V.	180	Ordinary Shares	100%	100%	N/A
GTN Services B.V.	Getronics Germany GmbH	350,000	Ordinary shares	100%	100%	3
GTN Services B.V.	Connectis ICT Services Spanish Holding, S.L.U.	3,000	Ordinary shares	100%	100%	N/A



Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
GTN Services B.V.	Connectis Beteiligungs GmbH	25,000	Ordinary shares	100%	100%	1
GTN Services B.V.	Connectis ICT Services Holding GmbH	25,000	Ordinary shares	100%	100%	1
GTN Services B.V.	Getronics Belgium N.V.	797,637	Ordinary shares	99.99%	99.99%	N/A
GTN Services B.V.	GTN Japan B.V.	200	Ordinary shares	100%	100%	N/A
Getronics Global Services B.V.	Getronics Belgium N.V.	80	Ordinary shares	0.01%	0.01%	N/A
GTN Services B.V.	Getronics Services UK Limited	6,523,331	Ordinary shares	100%	100%	2, 3, 5, 6, 7
GTN Services B.V.	Getronics Solutions (S) Pte Ltd	7,000,000	Ordinary shares	100%	100%	15
GTN Services B.V.	GETRONICS MAGYARORSZ ÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	1 quota with a capital value of HUF 79,000,000	Quota shares	100%	100%	N/A
Connectis ICT Services Spanish Holding, S.L.U.	Global Rosetta, S.L.U.	100,000	Ordinary shares	100%	100%	N/A

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
Connectis ICT Services Spanish Holding, S.L.U.	Connectis ICT Services, S.A.U.	829,563	Ordinary shares	100%	100%	N/A
Pomeroy Solutions Holding Company, Inc.	Pomeroy Group Holdings, Inc.	1,000	Common shares	100%	100%	C-1
Pomeroy Group Holdings, Inc.	Pomeroy Group LLC	N/A	Membership interest	100%	100%	N/A
Pomeroy Group LLC	Pomeroy IT Solutions Sales Company, Inc.	1,000	Common shares	100%	100%	C-4
Pomeroy IT Solutions Sales Company, Inc.	Pomeroy IT Solutions Europe B.V.	1,800	Ordinary shares	100%	65%	N/A
Pomeroy IT Solutions Sales Company, Inc.	Pomeroy IT Solutions (Canada) Inc.	350	Common shares	100%	65%	C-7
		650	Common shares			C-8
Pomeroy IT Solutions Sales Company, Inc.	OAO/ICOR do Brasil Ltda.	24,999	Quota shares	99%	65%	N/A
Pomeroy IT Solutions Sales Company, Inc.	Pomeroy IT Solutions Deutschland GmbH	1 share with a total nominal value of DM 50,000	DM registered capital	100%	65%	N/A
Pomeroy IT Solutions Sales Company, Inc.	Quintessite Technology Properties, LLC	100% membership interest	Membership interest	100%	100%	N/A


SCHEDULE 6

TRADEMARKS

U.S. Registrations:

OWNER	REGISTRATION NUMBER	MARK	TERRITORY
Pomeroy IT Solutions Sales Company, Inc.	4224712	POMEROY INFRASTRUCTURE. OPTIMIZED.	USA
Pomeroy IT Solutions Sales Company, Inc. ¹	4909340		USA
Getronics Global Services B.V.	4204029		USA (IR)



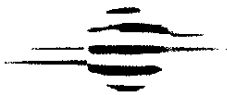
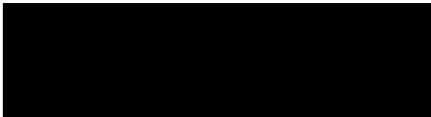
U.S. Applications:





OWNER	SERIAL NUMBER	MARK	TERRITORY
Getronics Global Services B.V.	79214852		USA (IR)
Getronics Global Services B.V.	79215617	GWA	USA (IR)


Non-U.S. Registrations:



OWNER	REGISTRATION NUMBER	MARK	CLASSES	TERRITORY
Getronics Global	802649	GETRONICS	Classes	AU


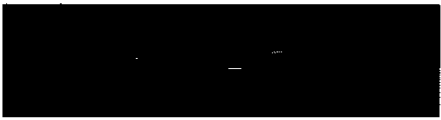
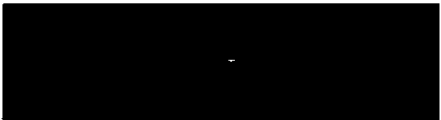



¹ As successor by merger to Tolt Solutions, Inc. Trademark is no longer use and will not be renewed upon expiration.



Services B.V.			9, 35, 37, 38, 42	
Getronics Global Services B.V.	TMA575895	GETRONICS	Classes 9, 22, 35, 36, 37, 38, 42, 45	CA
Getronics Global Services B.V.	VR 007706 1991	GETRONICS	Classes 9, 16, 42	DK
Getronics Global Services B.V.	1078724	Getronics	Classes 35, 37, 38, 42	EUTM
Getronics Global Services B.V.	3703964	GETRONICS 3D	Classes 9, 35, 37, 42	EUTM
Getronics Global Services B.V.	7310527		Classes 9, 16, 35, 36, 37, 38, 41, 42, 45	EUTM
Getronics Global Services B.V.	7319478		Classes 9, 16, 35, 36, 37, 38, 41, 42, 45	EUTM
Getronics Global Services B.V.	7320121		Classes 9, 16, 35, 36, 37, 38, 41, 42, 45	EUTM
Getronics Global Services B.V.	7319452		Classes 9, 16, 35, 36, 37, 38, 41, 42, 45	EUTM




Getronics Global Services B.V.	7338718		Classes 9, 16, 35, 36, 37, 38, 41, 42, 45	EUTM
Getronics Global Services B.V.	1076017	GETRONICS	Classes 35, 37, 38, 42	EUTM
Getronics Global Services B.V.	1985597		Classes 9, 35, 37, 38, 41, 42	EUTM
Getronics Global Services B.V.	7322357		Classes 9, 16, 35, 36, 37, 38, 41, 42, 45	EUTM
Getronics Global Services B.V.	1544056	GETRONICS	Classes 9, 35, 42	IN
Getronics Global Services B.V.	1008811		Classes 9, 16, 35, 36, 37, 38, 41, 42, 45	IR (AU, NO, US)
Getronics Global Services B.V.	482675	GETRONICS	Classes 9, 16	IR (CH, DE, FR, IT)
Getronics Global Services B.V.	537767	GETRONICS	Classes 9, 16, 42	IR (AT, CH, DE, ES, FR, IT, LI, MC, PT, SM)
Getronics Global Services B.V.	718563	GETRONICS	Classes 35, 36, 37, 38, 42	IR (CH, CN, CZ, HU, IS, NO, PL, RU, SI, SK)




Getronics Global Services B.V.	718619	Getronics	Classes 35, 36, 37, 38, 42	IR (CH, CN, CZ, HU, IS, NO, PL, RU, SI, SK)
Getronics Global Services B.V.	999244		Classes 9, 16, 35, 36, 37, 38, 41, 42, 45	IR (AU, NO, US)
Getronics Global Services B.V.	135353	GETRONICS	Class 9	IE
Getronics Global Services B.V.	4500457800000	GETRONICS	Classes 16, 35, 36, 37, 38, 41 and 42	KR
Getronics Global Services B.V.	1400474	GETRONICS	Class 42	GB
Getronics Global Services B.V.	R 646583	GETRONICS	Classes 35, 36, 37, 38, 42, 45	BX
Getronics Global Services B.V.	R 454814	GETRONICS	Classes 9, 16, 42	BX
Getronics Global Services B.V.	R 391907	GETRONICS	Classes 9 and 16	BX



Getronics Global Services B.V.	855149		Classes 9, 16, 35, 36, 37, 38, 41, 42, 45	BX
Getronics Global Services B.V.	R 646582	Getronics	Classes 35, 36, 37, 38, 42, 45	BX
Getronics Global Services B.V.	1337605		Classes 9, 38 and 42	BX
Global Rosetta, S.L.U.	Curell Suñol - 3240314	TiSigns	TiSigns	Spain
Global Rosetta, S.L.U.	Curell Suñol - 2963866	TIWORKS	TiWorks	Spain
Global Rosetta, S.L.U.	Curell Suñol - 3611324	TiFlows	TiFlows	Spain
Global Rosetta, S.L.U.	Clarke Modet & C° - 7590731	IGUAX	Iguax	Spain

Connectis ICT Services SAU	Sugrañes patentes y marcas – 3111458 MX		9, 37, 41, 42	Spain
Connectis ICT Services SAU	3111457 M1	C-GLOBALSERVICES	9, 37, 41, 42	Spain
Getronics Global Services B.V.	856473		9,16,35,36,3 7,38,41,42	BENELUX
Getronics Global Services B.V.	855150		9,16,35,36,3 7,38,41,42,4 5	BENELUX
Getronics Global Services B.V.	855151		9,16,35,36,3 7,38,41,42,4 5	BENELUX
Getronics Global Services B.V.	855152		9,16,35,36,3 7,38,41,42,1 5	BENELUX
Getronics Global Services B.V.	1000301		9, 38, 42	BENELUX

Getronics Global Services B.V.	1000300	GWA	Class 9, 38, 42	BENELUX
Getronics Global Services B.V.	1361623		Class 9, 38, 42	IR (AU, CO, EM, IN, JP, KR, MX, NO, NZ, SG, US)
Getronics Global Services B.V.	1363164	GWA	Class 9, 38, 42	IR (AU, CO, EM, IN, JP, KR, MX, NO, NZ, SG, US)
Getronics Global Services B.V.	1375590	CONNECTING POSSIBILITIES	9,36,37,38,4 2	BENELUX
Getronics Global Services B.V.	1255619 (Chile CL-1-Q61)		9, 38, 42	Chile


Getronics Global Services B.V.	1255619 (Chile CL-4-Q61)		9, 38, 42	Chile
Getronics Global Services B.V.	T00016401 (Peru PE-1-Q61)		Class 9	Peru
Getronics Global Services B.V.	T00016401 (Peru PE-3-Q61)		Class 38	Peru




Getronics Global Services B.V.	T00016401 (Peru PE-6-Q61)		Class 42	Peru
Getronics Global Services B.V.	266691		Class 9	United Arab Emirates
Getronics Global Services B.V.	266693		Class 42	United Arab Emirates




Getronics Global Services B.V.	266692		Class 38	United Arab Emirates
Getronics Global Services B.V.	456768		Class 38	Paraguay
Getronics Global Services B.V.	T00016400	GWA	Class 9	Peru
Getronics Global Services B.V.	T00016400	GWA	Class 38	Peru
Getronics Global Services B.V.	T00016400	GWA	Class 42	Peru
Getronics Global Services B.V.	266688	GWA	Class 9	United Arab Emirates
Getronics Global Services B.V.	266689	GWA	Class 38	United Arab Emirates




Getronics Global Services B.V.	266690	GWA	Class 42	United Arab Emirates
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Non-U.S. Applications:




OWNER	APPLICATION NUMBER	MARK	CLASSES	TERRITORY
Getronics Global Services B.V.	3516189	GETRONICS	Classes 9, 35, 42	IN
Getronics Global Services B.V.	T1207589G	GETRONICS	Classes 16, 35, 36, 37, 38, 41, 42	SG
Getronics Global Services B.V.	3621471		Classes 9, 38, 42	India

Getronics Global Services B.V.	3566455		Class 9	Argentina
Getronics Global Services B.V.	3566456		Class 38	Argentina
Getronics Global Services B.V.	3566457		Class 42	Argentina

Getronics Global Services B.V.	912137983		Class 42	Brazil
Getronics Global Services B.V.	912137932		Class 9	Brazil
Getronics Global Services B.V.	912137959		Class 38	Brazil


Getronics Global Services B.V.	1680429		Class 9	Paraguay
Getronics Global Services B.V.	1680538		Class 42	Paraguay
Getronics Global Services B.V.	1680527		Class 38	Paraguay

Getronics Global Services B.V.	1438011355		Class 9	Saudi Arabia
Getronics Global Services B.V.	1438011357		Class 42	Saudi Arabia
Getronics Global Services B.V.	1438011356		Class 38	Saudi Arabia

Getronics Global Services B.V.	2016073068		Class 9	Malaysia
Getronics Global Services B.V.	2016073072		Class 38	Malaysia
Getronics Global Services B.V.	2016073082		Class 42	Malaysia
Getronics Global	3566452	GWA	Class 9	Argentina

Services B.V.				
Getronics Global Services B.V.	3566453	GWA	Class 38	Argentina
Getronics Global Services B.V.	3566454	GWA	Class 42	Argentina
Getronics Global Services B.V.	912138025	GWA	Class 38	Brazil
Getronics Global Services B.V.	912138009	GWA	Class 9	Brazil
Getronics Global Services B.V.	912138041	GWA	Class 42	Brazil
Getronics Global Services B.V.	1255618	GWA	Class 9, 38, 42	Chile
Getronics Global Services B.V.	1680524	"GWA"	Class 9	Paraguay
Getronics Global Services B.V.	1680536	"GWA"	Class 42	Paraguay

Getronics Global Services B.V.	1438011346	GWA	Class 9	Saudi Arabia
Getronics Global Services B.V.	1438011348	GWA	Class 42	Saudi Arabia
Getronics Global Services B.V.	1438011347	GWA	Class 38	Saudi Arabia
Getronics Global Services B.V.	3630550	GWA	Class 9	India
Getronics Global Services B.V.	2016073093	GWA	Class 9	Malaysia
Getronics Global Services B.V.	2016073101	GWA	Class 38	Malaysia

Getronics Global Services B.V.	2016073107	GWA	Class 42	Malaysia
Getronics Global Services B.V.	1816612		Classes 9, 37, 38, 42	Canada
Getronics Global Services B.V.	1816613	GWA	Classes 9, 37, 38, 42	Canada
Getronics Global Services B.V.	1904081	CONNECTING POSSIBILITIES & Design	Classes 9, 36, 37, 38, 42	Canada

SCHEDULE 7**NAME; CHIEF EXECUTIVE OFFICE; TAX IDENTIFICATION NUMBERS AND ORGANIZATIONAL NUMBERS**

Legal Name	Chief Executive Office	Organizational Number	Federal Taxpayer Identification Number	Jurisdiction of Formation
Getronics Belgium NV	De Kleetlaan 12B, 1831, Diegem, Belgium	BE0424.104.685	N/A	Belgium
Ohene Holdings B.V.	Jachthavenweg 109 H, 1081 KM Amsterdam, The Netherlands	69058393	N/A	Netherlands
PomGen Holdings B.V.	Jachthavenweg 109 H, 1081 KM Amsterdam, The Netherlands	72013389	N/A	Netherlands
GTN Services B.V.	Claude Debussylaan 48B, 1082 MD Amsterdam, The Netherlands.	54915643	N/A	Netherlands
GTN CMC Holding B.V.	Claude Debussylaan 48B, 1082 MD Amsterdam, the Netherlands.	64518515	N/A	Netherlands
DigiTran Innovations B.V.	Jachthavenweg 109 H, 1081 KM, Amsterdam, The Netherlands.	69060355	N/A	Netherlands
Getronics Global Services B.V.	Claude Debussylaan 48B, 1082 MD Amsterdam, The Netherlands.	53904877	N/A	Netherlands
Connectis ICT Services Spanish Holding, S.L.U.	Vía de los Poblados, nº 1, edificio D, planta 2, Madrid – 28033	Hoja M-576387 Tomo 32031, Folio 104	N/A	Spain
Global Rosetta, S.L.U.	Vía de los Poblados, nº 1, edificio D, planta 2, Madrid – 28033	Hoja M-569517 Tomo 31649 Folio 104	N/A	Spain

Connectis ICT Services, S.A.U.	Via de los Poblados, nº 1, edificio D, planta 2, Madrid – 28033	Hoja M-00179434 Tomo 35070 Folio 141	N/A	Spain
Getronics Services UK Limited	Holland House, 4 Bury Street, London, England, EC3A 5AW	07966594	N/A	England and Wales
Connectis CMC UK Limited	Holland House, 1-4 Bury Street, London, United Kingdom, EC3A 5JA	09889451	N/A	England and Wales
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	1027 Budapest, Henger u. 2. B. ép., Hungary	01-09-071867	N/A	Hungary
Pomeroy Solutions Holding Company, Inc.	800 Third Avenue Floor 3 New York, NY 10022	6900427	83-0664630	Delaware, USA
Pomeroy Group Holdings, Inc.	1020 Petersburg Road Hebron, KY 41048	5843385	47-5327630	Delaware, USA
Pomeroy Group LLC	1020 Petersburg Road Hebron, KY 41048	5355522	46-3062390	Delaware, USA
Pomeroy IT Solutions Sales Company, Inc.	1020 Petersburg Road Hebron, KY 41048	3104071	61-1352158	Delaware, USA

SCHEDULE 8

OWNED REAL PROPERTY

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.	Fair Market Value.
Getronics Services UK Limited	Cheshire	The Babbage Centre, The Heath Business & Technical Park, Runcorn, Cheshire. WA7 4QX, UK	Freehold	CH50211	£3,500,000

SCHEDULE 9**DEPOSIT ACCOUNTS AND SECURITIES ACCOUNTS**

Owner	Type of Account	Bank or Intermediary	Account Numbers
Pomeroy IT Solutions Sales Company, Inc.	Deposit Account	Fifth Third Bank	[REDACTED]
Pomeroy IT Solutions Sales Company, Inc.	Deposit Account	Fifth Third Bank	[REDACTED]
Pomeroy IT Solutions Sales Company, Inc.	Deposit Account	Fifth Third Bank	[REDACTED]
Pomeroy IT Solutions Sales Company, Inc.	Deposit Account	Fifth Third Bank	[REDACTED]
Pomeroy IT Solutions Sales Company, Inc.	Deposit Account	Fifth Third Bank	[REDACTED]
Pomeroy IT Solutions Sales Company, Inc.	Deposit Account	Wells Fargo Bank, National Association	[REDACTED]
Getronics Services UK Limited	Deposit Account	Barclays Bank PLC	[REDACTED]
Getronics Services UK Limited	Deposit Account	Barclays Bank PLC	[REDACTED]
Getronics Services UK Limited	Deposit Account	Barclays Bank PLC	[REDACTED]
Connectis CMC UK Limited	Deposit Account	Barclays Bank PLC	[REDACTED]
Connectis CMC UK Limited	Deposit Account	Barclays Bank PLC	[REDACTED]
Connectis CMC UK Limited	Deposit Account	Barclays Bank PLC	[REDACTED]
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	[REDACTED]
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	[REDACTED]
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	[REDACTED]
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	[REDACTED]
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	[REDACTED]
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	[REDACTED]

Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	
Getronics Global Services B.V.	Deposit Account	KBC Bank N.V.	
GTN Services B.V.	Deposit Account	KBC Bank N.V.	
GTN Services B.V.	Deposit Account	KBC Bank N.V.	
GTN Services B.V.	Deposit Account	KBC Bank N.V.	
Getronics Belgium NV	Deposit Account	ING Belgium SA	
Getronics Belgium NV	Deposit Account	KBC Bank NV	
Connectis ICT Services, S.A.U.	Deposit Account	Bankinter, S.A.	
GTN CMC Holding B.V.	Deposit Account	KBC Bank N.V.	
GTN CMC Holding B.V.	Deposit Account	KBC Bank N.V.	
GTN CMC Holding B.V.	Deposit Account	KBC Bank N.V.	
GTN CMC Holding B.V.	Deposit Account	KBC Bank N.V.	
Connectis ICT Services, S.A.U.	Deposit Account	BANCO SABADELL	
Connectis ICT Services, S.A.U.	Deposit Account	BANCO SABADELL	
Connectis ICT Services, S.A.U.	Deposit Account	BANKINTER	
Connectis ICT Services, S.A.U.	Deposit Account	LIBERBANK	
Connectis ICT Services, S.A.U.	Deposit Account	BANCO POPULAR	
Connectis ICT Services, S.A.U.	Deposit Account	BANCO POPULAR	

Connectis ICT Services, S.A.U.	Deposit Account	BANCO SANTANDER	
Connectis ICT Services, S.A.U.	Deposit Account	BANCO SANTANDER	
Connectis ICT Services, S.A.U.	Deposit Account	DEUTSCHE BANK	
Global Rosetta, S.L.U.	Deposit Account	BANCO SABADELL	
Global Rosetta, S.L.U.	Deposit Account	BANCO SABADELL	
Global Rosetta, S.L.U.	Deposit Account	BANKIA	
Global Rosetta, S.L.U.	Deposit Account	BANKINTER	
Global Rosetta, S.L.U.	Deposit Account	BANCO SANTANDER	
Global Rosetta, S.L.U.	Deposit Account	BANCO SANTANDER	
Connectis ICT Services Spanish Holding, S.L.U.	Deposit Account	BANCO SABADELL	
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	Deposit Account	ING Bank NV Hungary Branch	
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	Deposit Account	ING Bank NV Hungary Branch	
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK	Deposit Account	ING Bank NV Hungary Branch	

KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG			
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	Deposit Account	ING Bank NV Hungary Branch	
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	Deposit Account	Raiffeisen Bank Zrt	
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	Deposit Account	Raiffeisen Bank Zrt	
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	Deposit Account	Raiffeisen Bank Zrt	
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	Deposit Account	Raiffeisen Bank Zrt	

GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	Deposit Account	Oberbank AG Hungary Branch	
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	Deposit Account	ING Bank NV Hungary Branch	

SCHEDULE 10

CONTROLLED ACCOUNT BANKS

Bank	Jurisdiction
Fifth Third Bank	Ohio
Wells Fargo Bank, National Association	California

SCHEDULE 11**LIST OF UNIFORM COMMERCIAL CODE FILING JURISDICTIONS**

Grantor	Jurisdiction
Pomeroy Solutions Holding Company, Inc.	Delaware
Pomeroy Group Holdings, Inc.	Delaware
Pomeroy Group LLC	Delaware
Pomeroy IT Solutions Sales Company, Inc.	Delaware
Getronics Belgium NV	District of Columbia
Ohene Holdings B.V.	District of Columbia
PomGen Holdings B.V.	District of Columbia
GTN Services B.V.	District of Columbia
GTN CMC Holding B.V.	District of Columbia
DigiTran Innovations B.V.	District of Columbia
Getronics Global Services B.V.	District of Columbia
Connectis ICT Services Spanish Holding, S.L.U.	District of Columbia
Global Rosetta, S.L.U.	District of Columbia
Connectis ICT Services, S.A.U.	District of Columbia
Getronics Services UK Limited	District of Columbia
Connectis CMC UK Limited	District of Columbia
GETRONICS MAGYARORSZÁG INFORMATIKAI ÉS KOMMUNIKÁCIÓS MEGOLDÁSOK ÉS SZOLGÁLTATÁSOK KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG	District of Columbia

ANNEX 1 TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT
FORM OF JOINDER

Joinder No. ____ (this "Joinder"), dated as of _____ 20____, to the Second Lien Guaranty and Security Agreement, dated as of July 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, "Grantors" and each, individually, a "Grantor"), and Cortland Capital Market Services LLC ("Cortland") in its capacity as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **POMGEN HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM, Amsterdam, the Netherlands, and registered with the Netherlands Commercial Register under number 72013389 ("Holdings"), **OHENE HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands and registered with the Netherlands Commercial Register under number 69058393 ("Ohene"), **POMEROY SOLUTIONS HOLDING COMPANY, INC.**, a Delaware corporation (the "Borrower"), the Grantors, each Lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender"), and Cortland, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "the Administrative Agent") and as Collateral Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Joinder shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*; and

WHEREAS, Grantors have entered into the Guaranty and Security Agreement in order to induce the Lenders to make certain financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant to Section 5.22 of the Credit Agreement and Section 27 of the Guaranty and Security Agreement, certain Subsidiaries of the Loan Parties, must execute and deliver certain Loan Documents, including the Guaranty and Security Agreement, and the joinder to the Guaranty and Security Agreement by the undersigned new Grantor or Grantors (collectively, the "New Grantors") may be accomplished by the execution of this Joinder in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, each New Grantor (a) is [an Affiliate] [a Subsidiary] of Borrower and, as such, will benefit by virtue of the financial accommodations extended to Borrower by the Lenders, and (b) by becoming a Grantor will benefit from certain rights granted to the Grantors pursuant to the terms of the Loan Documents;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

1. In accordance with Section 27 of the Guaranty and Security Agreement, each New Grantor that is a U.S. Grantor, by its signature below, becomes a "U.S. Grantor", "Grantor", "U.S. Guarantor" and "Guarantor" under the Guaranty and Security Agreement with the same force and effect as if originally named therein as "U.S. Grantor", "Grantor", "U.S. Guarantor" and "Guarantor" and each New Grantor that is a U.S. Grantor hereby (a) agrees to all of the terms and provisions of the Guaranty and Security Agreement applicable to it as a "U.S. Grantor", "Grantor", "U.S. Guarantor" or "Guarantor" thereunder, and (b) represents and warrants that the representations and warranties made by it as a "U.S. Grantor", "Grantor", "U.S. Guarantor" or "Guarantor" thereunder are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, each New Grantor that is a U.S. Grantor hereby (a) jointly and severally unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full and prompt payment when due, whether upon maturity, acceleration, or otherwise, of all of the Guaranteed U.S. Obligations, and (b) unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured U.S. Obligations, a continuing security interest in and to all of such New Grantor's right, title and interest in and to the U.S. Collateral. Each reference to a "U.S. Grantor", "Grantor", "U.S. Guarantor" or "Guarantor" in the Guaranty and Security Agreement shall be deemed to include each New Grantor that is a U.S. Grantor. The Guaranty and Security Agreement is incorporated herein by reference.

2. Schedule 1, "Commercial Tort Claims", Schedule 2, "Copyrights", Schedule 3, "IP Licenses", Schedule 4, "Patents", Schedule 5, "Pledged Companies", Schedule 6, "Trademarks", Schedule 7, Names; Jurisdictions of Organization; Chief Executive Offices; Tax Identification Numbers and Organizational Numbers", Schedule 8, "Owned Real Property", Schedule 9, "Deposit Accounts and Securities Accounts", Schedule 10, "Controlled Account Banks", and Schedule 11, "List of Uniform Commercial Code Filing Jurisdictions", attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7, Schedule 8, Schedule 9, Schedule 10, and Schedule 11 respectively, to the Guaranty and Security Agreement and shall be deemed a part thereof for all purposes of the Guaranty and Security Agreement.

3. Each New Grantor authorizes Collateral Agent (or its designee) at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments thereto (i) describing the U.S. Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the U.S. Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each New Grantor also hereby ratifies any and all financing statements or amendments previously filed by the Collateral Agent (or its designee) in any jurisdiction in connection with the Loan Documents.

4. Each New Grantor represents and warrants to the Collateral Agent and the Secured Parties that this Joinder has been duly executed and delivered by such New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. This Joinder is a Loan Document. This Joinder may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder. Delivery of an executed counterpart of this Joinder by telefacsimile or

other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder. Any party delivering an executed counterpart of this Joinder by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Joinder but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Joinder.

6. The Guaranty and Security Agreement, as supplemented hereby, shall remain in full force and effect.

7. THIS JOINDER SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. [In the case that the Spanish Guarantor accedes to this Agreement by means of a Joinder, such Joinder will be formalized as Spanish Public Document at the cost of the Spanish Guarantor, so that it may have the status of a Spanish Public Document for all purposes contemplated in Article 517 et seq, of the Spanish Civil Procedural Act (law 1/2000 of 7th January ("*Lev de Enuiuciamiento Civil*")).]¹

[Signature page follows]

¹ Include this paragraph if the Guarantor is a company incorporated under the laws of Spain.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to the Second Lien Guaranty and Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTORS:

[NAME OF NEW GRANTOR]

By: _____
Name: _____
Title: _____

[NAME OF NEW GRANTOR]

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

**CORTLAND CAPITAL MARKET
SERVICES LLC,**
as the Collateral Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this "Copyright Security Agreement") is made this ____ day of _____, 20__, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Cortland Capital Market Services LLC ("Cortland") in its capacity as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **POMGEN HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM, Amsterdam, the Netherlands, and registered with the Netherlands Commercial Register under number 72013389 ("Holdings"), **OHENE HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands and registered with the Netherlands Commercial Register under number 69058393 ("Ohene"), **POMEROY SOLUTIONS HOLDING COMPANY, INC.**, a Delaware corporation (the "Borrower"), the Grantors, each Lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender"), and Cortland, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "the Administrative Agent") and as Collateral Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Second Lien Guaranty and Security Agreement, dated as of July 11, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Copyright Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure in the case of Grantors that are U.S. Grantors, the Secured U.S. Obligations (referred to in this Copyright Security Agreement, collectively, as the “Secured U.S. Obligations”), a continuing security interest (referred to in this Copyright Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following included in the U.S. Collateral, whether now owned or hereafter acquired or arising (collectively, the “Copyright Collateral”):

- (a) all of such Grantor’s Copyrights including those referred to on Schedule I;
- (b) all renewals or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright, including the right to receive damages.

3. **SECURITY FOR SECURED U.S. OBLIGATIONS.** This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured U.S. Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured U.S. Obligations and would be owed by the applicable Grantors, or all of them, to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Copyright Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Collateral Agent unilaterally to modify this Copyright Security Agreement by amending Schedule I to include any future United States registered copyrights or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Copyright Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent’s continuing security interest in all U.S. Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Copyright Security Agreement is a Loan Document. This Copyright Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Copyright Security Agreement. Delivery of an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Copyright Security Agreement. Any party delivering an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Copyright Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Copyright Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS COPYRIGHT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**CORTLAND CAPITAL MARKET
SERVICES LLC,
as the Collateral Agent]**

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO COPYRIGHT SECURITY AGREEMENT]

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

Copyright Registrations

[illegible]

EXHIBIT B

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this ____ day of _____, 20__, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors") and each individually "Grantor") and Cortland Capital Market Services LLC ("Cortland"), in its capacity as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **POMGEN HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM, Amsterdam, the Netherlands, and registered with the Netherlands Commercial Register under number 72013389 ("Holdings"), **OHENE HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands and registered with the Netherlands Commercial Register under number 69058393 ("Ohene"), **POMEROY SOLUTIONS HOLDING COMPANY, INC.**, a Delaware corporation (the "Borrower"), the Grantors, each Lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender"), and Cortland, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "the Administrative Agent") and as Collateral Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Second Lien Guaranty and Security Agreement, dated as of July 11, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure in the case of Grantors that are U.S. Grantors, the Secured U.S. Obligations (referred to in this Patent Security Agreement, collectively, as the "Secured U.S. Obligations"), a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following included in the U.S. Collateral, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

- (a) all of its Patents including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, including the right to receive damages.

3. SECURITY FOR SECURED U.S. OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured U.S. Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured U.S. Obligations and would be owed by the applicable Grantors, or all of them, to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors hereby authorize Collateral Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all U.S. Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**[CORTLAND CAPITAL MARKET
SERVICES LLC,
as the Collateral Agent]**

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT SECURITY AGREEMENT

Patents

[illegible]

EXHIBIT C

PLEDGED INTERESTS ADDENDUM

This Pledged Interests Addendum, dated as of _____, 20__ (this “Pledged Interests Addendum”), is delivered pursuant to Section 7 of the Guaranty and Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Second Lien Guaranty and Security Agreement dated as of July 11, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Guaranty and Security Agreement”), made by the undersigned, together with the other Grantors named therein, to Cortland Capital Market Services LLC, as the Collateral Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Pledged Interests Addendum shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. The undersigned hereby agrees that the additional interests listed on Schedule I shall be and become part of the Pledged Interests pledged by the undersigned to the Collateral Agent in the Guaranty and Security Agreement and any pledged company set forth on Schedule I shall be and become a “Pledged Company” under the Guaranty and Security Agreement, each with the same force and effect as if originally named therein.

This Pledged Interests Addendum is a Loan Document. Delivery of an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Pledged Interests Addendum. If the undersigned delivers an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission, the undersigned shall also deliver an original executed counterpart of this Pledged Interests Addendum but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Pledged Interests Addendum.

The undersigned hereby certifies that the representations and warranties set forth in Section 6 of the Guaranty and Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

THIS PLEDGED INTERESTS ADDENDUM SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Pledged Interests Addendum to be executed and delivered as of the day and year first above written.

[_____] , a [_____]

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PLEDGED INTERESTS ADDENDUM]

SCHEDULE I
TO
PLEDGED INTERESTS ADDENDUM

Pledged Interests

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Certificate Nos.

[SIGNATURE PAGE TO PLEDGED INTERESTS ADDENDUM]

EXHIBIT D

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this ____ day of _____, 20__, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and Cortland Capital Market Services LLC ("Cortland"), in its capacity as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **POMGEN HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM, Amsterdam, the Netherlands, and registered with the Netherlands Commercial Register under number 72013389 ("Holdings"), **OHENE HOLDINGS B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, with its registered office address at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands and registered with the Netherlands Commercial Register under number 69058393 ("Ohene"), **POMEROY SOLUTIONS HOLDING COMPANY, INC.**, a Delaware corporation (the "Borrower"), the Grantors, each Lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender"), and Cortland, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "the Administrative Agent") and as Collateral Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Second Lien Guaranty and Security Agreement, dated as of July 11, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure in the case of Grantors that are U.S. Grantors, the Secured U.S. Obligations (referred to in this Trademark Security Agreement, collectively, as the “Secured U.S. Obligations”), a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following included in the U.S. Collateral, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark IP License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, “Trademark Collateral” shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED U.S. OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured U.S. Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured U.S. Obligations and would be owed by the applicable Grantors, or all of them, to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent’s continuing security interest in all U.S. Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**CORTLAND CAPITAL MARKET
SERVICES LLC,**
as the Collateral Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

[illegible]

**ANNEX 2 TO SECOND LIEN GUARANTY AND SECURITY AGREEMENT
APPROVED CONTROLLED ACCOUNT BANK JURISDICTIONS**